

**County of Sonoma Last, Best, and Final Offer  
To SEIU  
Option 1  
2 year Effective Upon Adoption – June 30, 2010**

**Section 1 Pay (Pension Pick up and Cash Allowance)**

Article 8 - Salaries and Deferred Compensation

8.1 Salaries

Salary ranges shall be as specified in Appendix A for each classification contained within each of the units represented by the Union. Salary ranges shown in Appendix A reflect the following increases at the "A" step, on the following effective dates: 4% on 7/23/02; 3.5% on 6/24/03; 3.5% on 6/22/04; 3.5% on 6/21/05; 3.5% on 6/20/06; and 3.5% on 6/19/07.

Market and internal equity increases are listed in Appendix B.

8.1 Salaries

8.1.1 Cost of Living Pay Increase

Year 1: 2.25% Pension pick up effective the first full pay-period after Union ratification and Board of Supervisor adoption on its Board agenda.

Year 2: 1.25% Pension pick up effective the first full pay-period in July 2009 and a 1.5% COLA increase to the salary range for all SEIU classifications effective the first full pay period in July 2009.

8.1.2 Equity Adjustments

Year 2: Effective the first full pay period in July 2009, the County agrees to bring benchmarks to 98% of salary only average according to the County's March 12, 2008 total compensation study or 100% of salary only average according to the County's March 12, 2008 total compensation study if the Union agrees to the County's Article 12 and 13 Medical Proposals.

8.22 Hourly Cash Allowance

Effective the first full pay period closest to May 19, 2009, the County shall pay each permanent full and part time employee, in addition to their hourly regular

earning rate from the salary schedule, a cash allowance of \$3.45 per pay status hour that the employee is in paid status excluding overtime, up to a maximum of 80 hours in a pay period, (or approximately a maximum of \$600.00 per month).

Such hourly cash allowance is compensation for services rendered in that pay period and shall be taken into account for the purposes of computing employees' final compensation for pension purposes, as well as all usual taxation as their regular earning rate from the salary schedule. It shall not be included on the salary schedule and shall not be impacted by future increases on the salary schedule. It is not intended as a supplement toward medical, dental, or any other insurance or benefit.

## **Section 2 Medical for Actives**

### ARTICLE 12 - HEALTH & WELFARE BENEFITS FOR ACTIVE EMPLOYEES

This article replaces MOU Article 12.

#### 12.1 Active Employee Health Plans

An eligible employee and eligible dependents may enroll in a County offered medical, dental, vision, and/or dependent life insurance plan through June 1, 2009.

Effective June 2, 2009 an eligible employee and eligible dependent(s) (as defined below), are allowed only to enroll either as a single subscriber in a County offered medical, dental, vision plan, and/or dependent life insurance, or as the dependent spouse/domestic partner of another eligible County employee/retiree, but not both.

If an employee is also eligible to cover their dependent child/children, each child will be allowed to enroll as a dependent on only one employee or retirees' plan (i.e., an employee and his or her dependents cannot be covered by more than one County offered Health plan).

An eligible employee is:

- A County of Sonoma probationary or regular full-time or probationary or regular part-time employee (Refer to Section 12.2.8 regarding plans offered and pro-ration of benefits for part-time employees).
- An eligible dependent is (As defined in each plan document/summary plan description):
  - Either the employee's spouse or domestic partner (requires signed domestic partner affidavit filed with the County); or
  - An unmarried child based on your plan's age limits or a disabled dependent child regardless of age.

12.2            Participation in County Offered Health (Medical, Dental, Vision, Life Insurance) Plans

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.

The effective date of benefits will be the first pay date after the pay period in which the employee has 50% or more of his or her allocated full-time equivalent (FTE) in pay status.

12.2.1            County Offered Participating Provider Option (PPO) Medical Plan(s)

The existing PPO plan option County Health Plan Original #1 (CHPO) shall be discontinued and shall be replaced by the following:

Effective after a special open enrollment period to take place following adoption by the Board of Supervisors, for individuals covered under this MOU, there are two PPO plans: the County Health Value Plus Plan #2 (CHVPP) and the County Health Value Plan #3 (CHVP). The benefit provisions are outlined in the County Health Plan Summary Plan Description.

12.2.2            County Offered Health Maintenance Organization (HMO) Medical Plan(s)

The existing HMO plan options (SEIU \$0 co-pay plan and PacifiCare \$5 co-pay plan) shall be discontinued and shall be replaced by the following section.

Effective after a special open enrollment period to take place following adoption by the Board of Supervisors, 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 County may change health insurance carrier(s) and/or network provider(s), provided the plan design(s) are substantially equivalent. The HMOs shall have the following co-pays:

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

For all other plan benefits and provisions, refer to the insurance carrier's plan document for each HMO medical plan.

#### 12.2.3 County Contribution toward Active Employee Medical Benefits

The County shall contribute towards the cost of County offered medical plan for any eligible employee and their eligible dependent(s), in the following manner:

- A. Effective after a special open enrollment period to take place following adoption by the Board of Supervisors , the County shall contribute a set dollar amount equal to eighty-five percent (85%) of the total premium of the lowest cost medical plan option offered based on 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;
  1. 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 12.2.3(A), above, however;

2. Any County contribution dollar amount for a higher cost medical plan option that exceeds the contribution amount specified in Section 12.2.3(A), shall be frozen at the fiscal year 2007/2008 County contribution dollar amount(s), until such time as the amount in Section 12.2.3(A), meets or exceeds that frozen contribution dollar amount.
  
3. The medical plan changes described in Sections 12.2.1, 12.2.2, and 12.2.3 (A, 1 & 2) shall be implemented following a special open enrollment period. Until such time as the changes above take effect, employees shall be provided medical benefits that are currently in effect.

For the duration of this Agreement 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 at the time of adoption of this successor MOU.

B. Effective June 1, 2009, the County contribution toward employee medical benefits described in Section 12.2.3 A shall be discontinued.

Effective, June 2, 2009, the County shall contribute a flat dollar amount not to exceed \$229.98 per pay period (\$500 per month) toward the cost of any County offered medical plans for any eligible full-time regular employee and their eligible dependent(s).

This is the full and total contribution amount the County will contribute toward medical benefits for active regular employees and their dependent(s).

The County shall contribute to part-time eligible employees on a pro-rated basis, in accordance with Section 12.2.8.

#### 12.2.4 Dental Benefits

The County will offer dental and orthodontic benefits to full and part-time regular employees and their eligible dependent(s). For all plan benefits and provisions, refer to the insurance carrier's plan document.

The employee contribution(s) will be:

- Effective the beginning of the pay-period following adoption of this agreement:  
Employee Contribution: \$12 per pay period
- Effective June 2, 2009 : Employee Contribution: \$13 per pay period
- The County shall contribute to part-time eligible employees on a pro-rated basis, in accordance with Section 12.2.8.

#### 12.2.5 Vision Benefits

The County will provide vision benefits to full-time active employees and their dependent(s). For all plan benefits and provisions, refer to the insurance plan document. The County will pay the total cost of the premium for vision benefits for full-time active employees.

Part-time employees will automatically be enrolled in the vision benefit and the County shall contribute to part-time eligible employees on a pro-rated basis, in accordance with Section 12.2.8.

#### 12.2.6 VDT (Video Display Terminal) Optical Benefit

This Section replaces Sections 18.7.2, and 18.7.3 of the MOU.

The County will offer a VDT benefit. Full and part-time employees who are assigned to use a VDT for twenty hours per week or more on an ongoing basis, as a part of their regular job assignment, will be eligible for the VDT benefit. Employees who do not meet the ongoing twenty-hour per week threshold, but are experiencing problems can contact their supervisor to arrange for an assessment by Risk Management.

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

### 12.2.7      Life Insurance

The County shall offer, at no expense to the employee, a basic term-life insurance plan in the amount of \$10,000 for an allocated full-time equivalent position of sixty hours or more (.75 FTE or more). The life insurance coverage amount for employees in the supervisory bargaining unit will be in an amount equal to one (1) times their annual base salary. Enrollment in basic life insurance is automatic, based on eligibility.

Each eligible and enrolled employee may purchase through payroll deduction, dependent coverage of \$5,000 for each eligible dependent. For all other plan benefits and provisions, refer to the insurance policy document.

Eligible employees may purchase additional life insurance coverage for themselves at their own expense upon initial eligibility or during the annual open enrollment periods specified in Section 12.2. The employee may purchase supplemental coverage in increments one times (1X) to 4 times (4X) the basic coverage to a maximum of \$500,000, in accordance with the insurance carrier's policy. If less than 40% of eligible employees purchase supplemental coverage, then health evidence of insurability will be required of all employees purchasing supplemental benefits. An employee enrolled in supplemental coverage who moves from one age bracket to the next higher bracket will have to pay the rate of the higher age bracket beginning the January of the year in which the employee moves to the higher age bracket.

### 12.2.8      Part-Time Employees - Health Benefits

Part-time employees shall be eligible to participate in the County's medical, dental and vision plans and the County's contribution toward their premiums shall be pro-rated. Pro-rata shall be based on the number of pay status hours in the pay period, excluding overtime.

### 12.3      Employee Assistance Program

This Section replaces Sections 17.2 of the MOU.

The County and the Union agree to continue the Employee Assistance Program to assist employees who are experiencing unusual stress which may be affecting the employee's

job performance.

The County and the Union will reopen to meet and confer regarding any substantive changes to the Employee Assistance Program during the term of this MOU.

#### 12.4 Malpractice Coverage

All employees of the County who are engaged in patient care and covered by the County's malpractice coverage shall continue to be covered for activities falling within the scope of their employment. Criminal or fraudulent conduct by the employee within the scope of their employment is specifically excluded. If the County should discontinue the malpractice coverage, the County agrees to meet and confer with the Union. This Section 12.4 is neither grievable nor arbitrable.

#### 12.5 Short-Term Disability

SEIU makes available an optional short-term disability benefit program with premiums fully paid by the employee. The County agrees to deduct applicable premiums for coverage through payroll deductions. Upon request of the Union, the County will make a good faith effort to integrate any sick leave requested by an employee who is eligible to receive benefits under the Union's short-term disability plan. The Union and its insurance carrier will cooperate fully with the County, but the County reserves the right to conclude such an integration if it becomes unworkable or beyond the County's resources available for payroll maintenance activities.

#### 12.6 Long-Term Disability

The County agrees to provide and pay the premium for a Long-Term Disability (LTD) benefit as described in the applicable plan document to all full and part-time employees (0.4 FTE minimum) who meet the eligibility requirements. Benefit eligibility begins after 60 calendar days of disability. Employees eligible to received LTD benefits are not required to exhaust sick leave before receiving LTD benefits, but an employee who chooses to use sick leave or other paid leave after the 60th day of disability is not eligible to receive any LTD benefits until the employee stops using paid leaves. LTD benefits cannot be supplemented with any paid leave. LTD benefits will be offset by any applicable income, such as, short-term disability benefits, social security and social security disability benefits, etc.

### 12.6.1 Long-Term Disability Claims Dispute

County Self-Insured Plan: Any dispute by an employee over a claim processed under the County's Self-Insured Long-Term Disability (LTD) Plan shall be first appealed through 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 Union 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. The arbitration process will be expedited as much as reasonably possible in the interests of a timely resolution of the dispute.

Outside Provider Plan: The Provider claims dispute process is described in the Plan Document. The County Risk Management Division will assist employees with claims dispute processing related to the County's outside LTD provider.

### 12.7 Workers' Compensation Claims Dispute

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.

#### 12.7.1 Workers' Compensation Temporary Disability – Supplementing with Paid Leave

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 shall supplement such compensation with enough paid leaves to increase his/her gross earnings to equal his/her regular biweekly base salary as follows:

- All sick leaves shall be taken until the remaining sick leave balance is 40 hours or less.
- Once the sick leave balance is 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 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.

#### 12.8 Medical, Dental, & Vision Benefits - LWOP or Unpaid Absence

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 50% of the employee's regular work schedule 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 no less than 50% of the employee's regular schedule in a pay period, the County will continue to pay its normal benefit contributions.

#### 12.9 Medical, Dental, & Vision Benefits - Medical or Pregnancy Disability

When an employee exhausts all but 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 medical, dental, vision care, life insurance and LTD benefits for a period not to exceed 13 pay periods per disability. Beginning with the 14th pay period, the employee will be entitled to continued coverage by paying the full cost of the insurance premiums. Prior to the exhaustion of the 13 pay periods the County will provide reasonable 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 13 pay periods of entitlement under this Article, shall not have the 13 pay period entitlement reduced for any pay period in which the employee is in pay status for at least 50% of the employee's allocated full-time equivalent as specified in this Section 12.9 (Medical or Pregnancy Disability Leave). If the employee returns to medical or pregnancy disability leave without pay for the same condition, the 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 50% of the allocated full-time equivalent. The County's 13 pay period leave without pay benefit entitlement shall run

concurrent FMLA/CFRA/CPDL. The employee's 18-month entitlement under COBRA law shall begin when FMLA has been exhausted and the employee goes on an unpaid leave which is less than 50% of the employee allocated hours. When an employee returns to work and has at least 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 18-month COBRA time period starts over again. A new 18-month COBRA period begins again in the pay period in which the employee has a reduction of hours below 50% of the employee's allocated full-time equivalent, as this would constitute a new qualifying event under COBRA.

#### 12.10 Medical, Dental, & Vision - Employee Obligation Continued Coverage

An employee who is entitled to continued benefit coverage as specified in Section 12.8 (Medical, Dental & Vision Benefits – LWOP or Unpaid Absence) Subsection 17.11.1 (Leaves – Stipend Education Leave – Health Benefit Continuation) and/or Section 12.9 (Medical, Dental & Vision Benefits - Medical or Pregnancy Disability) above, must notify the ACTTC no later than five (5) County business days after the first day of the leave of absence, of the employee's intent to continue insurance coverage. A Request for Leave Without Pay form signed by the employee and his/her appointing authority shall be forwarded to the ACTTC's Office when leave is authorized. To assure continued insurance coverage, premiums shall be paid by the employee to the ACTTC's Office no later than the last day of the pay period. This premium provides coverage for the two-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 reminder notice. In order to reinstate coverage, the employee shall pay a \$25.00 late charge in addition to the premium amount by the date specified in the reminder notice. Only one reminder notice will be sent. If the employee fails to make proper payment to the ACTTC by the end of the second pay period, the employee's continued medical, dental, vision, life insurance and LTD coverage shall be terminated.

#### 12.10.1 Part-Time Employees - Health Benefits During Leave of Absence

Part-time employees shall be eligible to participate in the medical benefit plans and/or the dental plans on a prorated basis, as defined in Section 12.2.8. For pay periods with no pay status hours, proration shall be based on the employee's FTE or the average pay status hours in the 6 pay periods preceding the first day of leave without pay, whichever is greater. Part-time employees shall be entitled to participate in long-term disability as

specified in Section 12.6 (Long-Term Disability).

#### 12.10.2 COBRA

The County will continue to provide insurance benefits at group rates plus 2% as required by the Consolidated Omnibus Budget Reconciliation Act (COBRA) of 1986, including any applicable subsequent amendments or revisions where applicable. In the event this Act is rendered inapplicable to the County, either by legislative or judicial action, the County shall, from the effective date of such action, not follow its provisions.

#### 12.11 Salary Enhancement Plans

All employees who belong to the retirement system shall have their wages adjusted according to Section 414(h)(2) of the Internal Revenue Code which has the effect of deferring Federal and State income taxes on the employee's retirement contributions.

The County shall continue, under IRS Code Section 125, to administer a Health Care Premium Conversion Plan that allows eligible employees to make their required contributions towards health premiums with pre-tax dollars through payroll deduction. The County will make no contribution to this plan, however, it will bear the cost of administering this benefit.

Benefits eligible for this conversion are premium contributions for group medical, dental and vision benefits and do not constitute any contribution from the County.

The County shall continue to offer under IRS Code Section 105, a Health Care Reimbursement Account to enable eligible employees to set aside pre-tax dollars for reimbursement of employee's medical expenses not reimbursed or covered under medical, dental and vision insurance plans. Such expenses include deductible, co-pays, and qualified medical expenses not reimbursed by the employee's health insurance plan and shall be expanded to the maximum amount stipulated in the Plan and consistent with the law. The County will continue the Child and Dependent Care Assistance Plan under IRS Code Section 129 subject to the limitations and maximums as stipulated under law.

All of these plans will be administered by the County in accordance with applicable Federal and State laws as amended and, as such, will not be subject to Article 21 (Grievance Procedure) of the Memorandum.

12.12      Long-Term Care – Payroll Deduction

The County agrees that represented employees may purchase CalPERS Long Term Care Insurance at their own expense through bi-weekly payroll deduction as long as the County is eligible to participate in the CalPERS payroll deduction program.

Each employee is responsible to submit his/her own application and any subsequent membership changes directly to CalPERS, as CalPERS Long Term Care is not a County program or under County direction. CalPERS may directly invoice employees for missed payroll deductions or premiums due prior to start-up of payroll deduction.

12.13      Extra-Help Employees

Only benefits required by law and the following sections of Article 12 apply to extra help employees: 12.4 (Malpractice Coverage), 12.14 (Plan Documents and Other Controlling Documents), 12.7 (Workers' Comp-Claims dispute), 12.10.2 (COBRA), sections 12.13.1 through 12.13.7 (Extra Help Employees – Medical Benefits).

12.13.1      Extra-Help Employees - Medical Benefits

Extra-help employees shall have access to a medical plan with optical coverage. This plan has a \$15 office co-pay and \$10 prescription drug co-pay. Premiums for the plan will be paid in advance on the first two pay dates of the month prior to the coverage effective date and on the first two pay dates of every month thereafter. When payment has been made in full, coverage will take effect on the first of the month following payment and shall end on the last day of the same month. Coverage will be month to month and is dependent on full payment of premiums and subject to continued eligibility.

12.13.2      Medical Benefits - Extra-Help Employees: Eligibility

Employees who meet the following criteria will be eligible to begin payroll deductions once all four criteria are met:

- Employed by the County for at least 11 consecutive pay periods, and
- Worked at least 440 hours, and

- Worked at least 160 hours in the previous 4 pay periods, and
- Must generally work at least 40 hours per pay period

12.13.3 Extra Help Employees: Contribution Rates for Medical Plan

The biweekly County contribution shall be eighty percent (80%) of the cost of employee only coverage.

For each pay period in which the extra-help employee works more than 20 but less than 40 hours, the above amounts shall be prorated in proportion to the number of hours worked in the pay period.

The employee shall pay the balance of the premiums by pre-tax payroll deduction as allowed by IRS Code Section 125.

12.13.4 Extra-Help Employees: Continued coverage and Conditions for Regaining Eligibility for Medical Plan

An extra-help employee who is enrolled in the medical plan who fails to work at least 20 hours in any pay period in which a premium deduction was due, will be eligible to contribute toward the medical coverage by paying the full amount of the premiums by payroll deduction if sufficient funds are available to fully cover the deduction. Premium payments not paid by payroll deduction will be due in the ACTTC's Payroll Office by the last day of the pay period in which there were insufficient hours worked. A \$25 late fee will apply for each payment not received by the due date.

Premium payments not paid by payroll deduction but paid directly to the ACTTC's Office may be continued for a maximum of three (3) months or upon the exhaustion of any approved CPDL, CFRA, or FMLA benefit period, whichever is later.

- a. Employees who choose to pay timely premiums directly to the ACTTC's Office by cash or check without a lapse in coverage shall resume premium payment by payroll deduction on the first available pay date following their last cash premium payment without a lapse in coverage.
- b. Employees who choose to lapse their coverage during a period of absence may do so by notifying the ACTTC's Payroll Office in writing no

later than 7 days after the premium due date. Coverage will be lost for the months not paid. Premium payment by payroll deduction shall restart on the first pay date of a month with sufficient funds to cover the cost of premiums due and shall continue until discontinued by a written cancellation notice, non-payment of premiums, a temporary lapse in coverage in accordance with this section, or separation from employment. Coverage will not restart until a full month's premiums are paid in full.

- c. Employees may choose to cancel their coverage by completing the appropriate forms.
- d. Employees who fail to make any of the above elections or who fail to pay premiums when due shall receive one notice of payment due and shall have their coverage canceled for failure to respond.
- e. The County reserves the right to cancel an employee's active coverage if the employee lapses coverage more than three times, or a similar frequency that is determined to be an administrative burden.

Employees who choose option (c) or are canceled under item (d) or (e) must wait until the next open enrollment period to re-enroll.

An employee who loses coverage under this section may be eligible to elect COBRA continuation of coverage if he or she is no longer eligible to pay premiums directly to the ACTTC's payroll division.

The failure to pay premiums or the election to lapse or cancel coverage are not COBRA qualifying events.

#### 12.13.5 Extra-Help Employees: Medical Plan - Dependent Coverage

Covered employees may purchase dependent coverage for eligible dependents at their own expense through pre-tax payroll deduction as allowed by IRS Code Section 125.

#### 12.13.6 Extra-Help Employees: Enrollment in Medical Plan

Approximately 2 months prior to the anticipated eligibility date, the County shall provide enrollment materials to the employee. The employee then has 21 calendar days to complete and submit the enrollment forms. If coverage is waived upon initial eligibility,

election to participate in the medical plan can only be made during an annual open enrollment period designated by the County or as required by law.

12.13.7      Extra Help Employees: Medical Benefits & Family and Medical Leave Act (FMLA), California Family Rights Act (CFRA), or California Pregnancy Disability Leave (CPDL)

Eligible extra-help employees who are off work on an FMLA or CFRA or CPDL qualifying leave shall receive a County contribution toward medical insurance equal to the average amount received in the two pay periods immediately preceding the first pay period of eligible leave. Employees must pay their share of the medical benefits in order to maintain coverage and to continue to be eligible for a County contribution. Employees must file an Extra Help FMLA/ CFRA/CPDL Request for Leave form along with appropriate medical documentation with their department. Upon approval, the leave form signed by the employee and his/her appointing authority shall be forwarded to the ACTTC's office.

An employee who is eligible for this continued benefit shall notify the ACTTC's payroll division of the employee's intent to continue insurance coverage no later than five (5) County business days after the first day of the leave.

To ensure continued insurance coverage, premiums shall be paid by the employee to the ACTTC's office no later than the last day of the pay period for which premiums were due. If the employee fails to pay the premium by the last day of the pay period, he/she will receive one reminder notice. In order to reinstate coverage, the employee shall pay a \$25.00 late charge in addition to the premium amount by the date specified in the reminder notice. Only one reminder notice will be sent. If the employee fails to make proper payment by the end of the second pay period, the employee's continued medical insurance shall be terminated.

The employee will not regain eligibility until he or she has worked four (4) consecutive pay periods with 40 or more hours worked in each. Under no circumstances will the County be obligated to pay premiums for dependent coverage.

12.14            Plan Documents and Other Controlling Documents

While mention may be made in this MOU of various provisions of benefit programs, specific details of benefits (including disputes and/or appeals) provided under County offered health plans shall be governed solely by the plan documents or insurance contracts and/or policies maintained by the County. The County will bear no responsibility for resolving disputes/appeals between an employee and a contracted health plan vendor. Within this section, vendor refers to insurance company, Knox-Keene organizations licensed in the state of California to provide health benefits, benefits administration, or network management.

12.15 Labor Management Meetings – Health Benefits

Representatives of the Union, not to exceed four (4) in number, and of the County, shall meet quarterly during the term of this Memorandum at mutually agreed upon times at the County to discuss informational matters of mutual concern relating to the County Health Plan and other health benefit related benefits. More frequent meetings may be held upon mutual agreement. If a meeting occurs during an employee union representative's regular work schedule, the employee can attend without loss of regular pay and benefits. Items and information to be discussed at each meeting shall be subject to advance mutual agreement. The parties acknowledge that these meetings and this provision shall not be subject to Article 21 (Grievance Procedure) of this MOU or meet and confer requirements of the County Employee Relations Policy and Section 3505 of the Government Code.

12.16 Re-Opener

The parties agree that the County may exercise a re-opener during the term of the agreement to meet and confer on the development of creating 1) a choice of retiree medical benefit plans for all eligible employees, whereas they may elect to participate in the new tier defined contribution plan, and 2) a voluntary employee paid retiree medical savings vehicle (e.g., VEBA).

**Section 3 Medical Benefits for Future Retirees**

**ARTICLE 13 - MEDICAL BENEFITS FOR FUTURE RETIREES**

Replace previous Section 12.8 with the following:

13.1 Retiree Medical Coverage

- A. An eligible retiree and eligible dependents may enroll in a County offered medical plan through May 31, 2009, as described in sections 13.2, 13.3.
- B. Effective June 1, 2009, an eligible retiree and eligible dependent(s) (as defined below), may be enrolled in a County offered medical plan as described in section 13.4 but is allowed only to enroll either as a subscriber in a County offered medical plan or, as the dependent spouse/domestic partner of another eligible County employee/retiree, but not both. If an employee/retiree is also eligible to cover their dependent child/children, each child will be allowed to enroll as a dependent on only one employee or retirees' plan (i.e., a retiree and his or her dependents cannot be covered by more than one County health plan).

An eligible dependent is (as defined in each plan document/summary plan description):

- Either the retiree's spouse or domestic partner (requires signed domestic partner affidavit filed with the County); or
  - An unmarried child based on your plan's age limits or a disabled dependent child regardless of age.
- C. An eligible retiree must enroll in a County offered retiree medical plan at the time of retirement unless the retiree waives medical insurance coverage for themselves and/or the retiree's eligible dependent(s) by completing a retiree waiver form. A retiree who waives medical coverage will be allowed to re-enroll themselves and any eligible dependent(s), upon the following conditions being met:
- 1) The retiree must re-enroll within 30 days of losing other insurance coverage and provide the County with evidence of such loss of other coverage, or

- 2) At the latest, the retiree must re-enroll, or lose eligibility to receive a County contribution toward the retiree medical plan, no later than 60 days after the effective date of the retiree's Medicare coverage.
- 3) The retiree's re-enrollment is required in order for any eligible dependent(s) to be enrolled in a County offered medical plan, except as follows in 4 below.
- 4) The retiree may add an eligible dependent spouse or domestic partner at a time later than the date the retiree enrolls as provided in 13.1 B above.
- 5) Eligible dependent children must be enrolled at the time the retiree elects coverage.

13.2                    County Contribution toward Retiree Medical Plans - Employees Hired Before January 1, 1990

Through May 31, 2009, retiree medical benefits are as follows:

A. Eligibility

- 1) Regular employees hired before January 1, 1990 are eligible to receive a County contribution toward the cost of a County offered medical plan for the eligible retiree and their eligible dependent(s), if they:
  - a. Have been continuously employed since December 31, 1989 without a break in service before retirement, and
  - b. Have been a contributing member (or a contribution was made on their behalf) of the Sonoma County Employees' Retirement Association (SCERA) since December 31, 1989, and
  - c. Retire directly from County service.
- 2) Laid-Off & Restored Employees. Employees who were employed by the County prior to January 1, 1990, but who were laid off thereafter shall not be subject to the restrictions of Article 13.3 provided that they are subsequently restored to County employment, rejoin the County retirement system, and are otherwise eligible for retiree medical benefits under this section.

- B. County Contribution. The County will continue to contribute toward the cost of a County offered medical plan for any eligible retiree and their eligible dependent(s), the same amount as it contributes toward the cost of a County offered medical plan for active unrepresented administrative management employees (bargaining unit 50). The retiree is responsible for all costs (including premiums) that exceed the total County contribution.

13.3                    County Contribution toward Retiree Medical Plans - Employees Hired On or After January 1, 1990 but Before January 1, 2009

Through May 31, 2009, retiree medical benefits are as follows:

A. Eligibility

- 1) 10 or More Years of Service. Regular employees hired or rehired after January 1, 1990 but before January 1, 2009, are eligible to receive a County contribution toward the cost of a County offered medical plan for the eligible retiree only, if they:
  - a. Have been employed by the County for a period of at least ten (10) years (consecutive or non-consecutive), which may include service with the County prior to January 1, 1990, and
  - b. Have been a contributing member (or a contribution was made on their behalf) of the Sonoma County Employees' Retirement Association (SCERA) for the same length of time, and
  - c. Retire directly from County service.
  
- 2) 20 or More Years of Service. Regular employees hired or rehired after January 1, 1990 but before January 1, 2009, are eligible to receive a County contribution toward the cost of a County offered medical plan for the eligible retiree plus one eligible dependent, if they:
  - a. Have been employed by the County for a period of at least twenty (20) years (consecutive or non-consecutive), which may include service with the County prior to January 1, 1990, and

- b. Have been a contributing member (or a contribution was made on their behalf) of the Sonoma County Employees' Retirement Association (SCERA) for the same length of time, and
  - c. Retire directly from County service
- B. County Contribution. The County will continue to contribute toward the cost of a County offered medical plan for any eligible retiree and any eligible dependent, in the same amount as it contributes toward the cost of a County offered medical plan for active unrepresented administrative management employees (bargaining unit 50). The retiree is responsible for all costs (including premiums) that exceed the total County contribution.
- C. Additional Dependents. Retirees eligible under this section may enroll eligible dependent(s) in the County offered medical plan elected by the retiree, but the retiree is responsible for all premium costs in excess of the county's contribution.

13.4 County Contribution toward Retiree Medical Plans - Employees Hired before January 1, 2009

Effective June 1, 2009, the existing retiree medical benefits described in Sections 13.2 and 13.3 shall be replaced with this Section.

- A. Eligibility: In order to be eligible for this benefit, the retiree must have:
- 1) Completed at least 10 years of consecutive regular full-time paid County of Sonoma service employment. The equivalent worked or purchased regular part-time County service time can be counted toward the 10 years. However, any miscellaneous purchased service time such as extra help, contract, and leave of absence service time does not count toward this eligibility requirement, and
  - 2) Have been a contributing member of the Sonoma County Employees' Retirement Association (SCERA) for the same time period, and
  - 3) Retire directly from County service.
  - 4) Current retirees receiving a County contribution for retiree medical based on eligibility at the time of their retirement who do not meet the 10

year requirement as listed above are grandfathered in at the eligibility at the time of their retirement.

B. County Contribution

The County shall contribute toward the cost of County offered medical plans for any eligible retiree whether or not the retiree covers eligible dependent(s), the same amount as it contributes toward the cost of County offered medical plans for active unrepresented administrative management employees (bargaining unit 50) in the Salary Resolution. Any additional medical contributions provided only to retirees along with any eligibility requirements to receive those contributions shall be conferred as prescribed in the Salary Resolution.

C. Additional Dependents

Retirees eligible under this section , may enroll eligible dependent(s) in the County offered medical plan elected by the retiree but the retiree is responsible for all premium costs in excess of the county's contribution..

13.5 County Contribution toward Retiree Medical Plans - Employees Hired On or After January 1, 2009 - Effective January 1, 2009

For employees hired on or after January 1, 2009, the County shall contribute to a Defined Contribution retiree medical benefit plan for each eligible employee in the form of a deposit into Health Reimbursement Arrangement (HRA) account, as described below. Any eligible retiree and eligible dependent(s), as defined below, may enroll in a County offered medical plan, but the retiree is responsible for all costs (including County offered retiree medical plan and Medicare Part B premiums).

A. Eligibility

- 1) An employee must have been a contributing member (or a contribution was made on their behalf) of the Sonoma County Employees' Retirement Association (SCERA) for the eligibility period described below.

- 2) Regular full-time employees and part-time employees in an allocated position of .5 full-time equivalent or greater, hired on or after January 1, 2009 are eligible to receive a County HRA contribution, if they have completed two (2) full years of consecutive Sonoma County regular service (excluding overtime) in pay status.
- 3) If an employee separates employment before meeting the eligibility requirement, the employee shall receive no benefit.

B. County Contribution.

- 1) Initial County Contribution:
  - a. On the first pay date following completion of the eligibility requirements, regular full-time employees shall receive a lump sum contribution of \$2,400 deposited into an HRA account established in their name. Thereafter, contributions will be made each pay period based on the actual hours worked during that pay period.
  - b. The lump sum contribution amount for regular part-time employees shall be pro-rated based on their allocated position only (e.g., a regular employee in a 0.5 full-time equivalent allocated position will receive a lump sum contribution of \$1,200 deposited into their HRA account).
- 2) Regular County Contribution:

After the initial contribution (defined above) is made, the County shall contribute \$.58 per pay status hour (no more than 80 hours biweekly), not including overtime, for each eligible employee. For a full time employee, this equates to approximately \$100 per month or \$1,200 per year, after the initial eligibility period is met.
- 3) Access to Account Balance:
  - a. Participants may access the balance in their HRA account at age 50 or upon retirement from the Sonoma County Retirement System, whichever is earlier.

- b. Participants may defer accessing the account balance to any time beyond the earliest date described in (a).
  - c. Amounts that remain in the account balance are available to reimburse the participant for the same permitted medical expenses for the spouse and any other dependent covered under the retiree medical plan, however, federal regulations do not permit the inclusion of expenses for domestic partners.
- 4) Survivors of eligible retirees with account balances:
- a. Spouses and eligible dependent children or dependent adults that are disabled may continue to access account balances after the death of the retiree.
  - b. Domestic partners are not permitted access to the account balances of the participant by virtue of restrictions in the federal regulations that govern these types of accounts.
- 5) Forfeiture of account balance:
- a. If an active employee dies prior to retirement, the amount of account balance is available to participating spouses and dependents to reimburse them for medical expenses permitted under the relevant section of the Internal Revenue code.
  - b. Account balances in part or in total for active participants or retirees without any eligible spouse or dependent or unused account balances after the death of the last eligible spouse or dependent will be forfeited and returned to all other active and retired participants in the form of a dividend allocated in direct proportion to the amount to be distributed divided by the total account balance for all participants applied to each individual account balance. These distributions will occur within 120 days after the annual certified audit of the plan is submitted to the administrator and the County.

This benefit will be subject to regulation under section 105(b) of the Internal Revenue Code and subject to revenue rulings for these types of plans as promulgated.

13.6 Surviving Dependent – County Contribution through May 31, 2009 for

Employees Hired Before January 1, 2009

Upon the death of a retiree enrolled in a County offered retiree medical plan, the County will continue to pay the County's contribution toward the medical plan premium costs for one surviving dependent who was receiving the County contribution under Article 13.2 or 13.3.

One eligible surviving dependent will be allowed to continue their coverage under the same circumstances and with the same County contribution as if the retiree had survived. To be eligible, a surviving dependent must meet each of the following criteria:

1. Have been eligible to receive a contribution toward a County offered retiree medical plan under Sections 13.2, or 13.3, prior to the death of the retiree, and
2. Either be enrolled or have waived their coverage, at the time of the retiree's death.

Any additional surviving eligible dependent(s) enrolled under the retiree's medical plan at the time of the retiree's death, may continue participation in the County offered medical plan but will be responsible for all premium costs in excess of the county's contribution.

13.7 Surviving Dependent – County Contribution beginning June 1, 2009 for Employees Hired Before January 1, 2009

Upon the death of a retiree enrolled in a County offered retiree medical plan, the County will continue to pay the County's contribution toward the medical plan premium costs in the same manner as if the retiree had survived.

An eligible surviving dependent will be allowed to continue their coverage under the same circumstances and with the same County contribution as if the retiree had survived. To be eligible, a surviving dependent must meet each of the following criteria:

1. Have been an eligible dependent of a retiree who was eligible to receive a contribution toward a County offered retiree medical plan under Sections 13.4 prior to the death of the retiree, and
2. Either be enrolled or have waived coverage at the time of the retiree's death.

Any additional surviving eligible dependent(s) enrolled under the retiree's medical plan at the time of the retiree's death, may continue participation in the County offered medical plan but remain responsible for all premium costs in excess of the county contribution.

13.8                    Surviving Dependent – County Contribution for Employees Hired On or After January 1, 2009

Upon the death of a retiree enrolled in the Defined Contribution retiree medical benefit plan (as defined in Section 13.5), an eligible surviving dependent may continue participation in the County offered medical plan but remains responsible for all costs (including premiums).

To be eligible, a surviving dependent must either be enrolled or have a waiver on file with the County, at the time of the retiree's death.

This benefit will be subject to regulation under section 105(b) of the Internal Revenue Code and subject to revenue rulings for these types of plans as promulgated.

13.9                    Re-Opener on Option to Elect in New Tier Retiree Medical Benefit

The parties agree that the County may exercise a re-opener during the term of the agreement to meet and confer if the County develops an option for employees hired before January 1, 2009 to elect participation in the new tier defined contribution retiree medical plan, described in Section 13.5.

**Section 4 Other County Proposals**

4.12            Union Business

Upon request from the Union manager or designee, the County agrees to authorize member(s) of the Union release time to attend to Union business related to County of Sonoma. The Union shall normally request release time 10 days in advance of the release date. The Union and the County agree that issues will come up where 10 days advance notification is not possible. The Union will make every effort to notify the County as soon as possible and consider department operations when designating employees

for release time in these situations. The Union shall specify in the request whether the time to be used will be paid time or unpaid time.

The Union is authorized a total of 500 hours of paid release time each Fiscal Year except that the Union may roll over up to 200 hours of unused time each fiscal year. Unpaid release time requested by the Union may be taken as paid time if the employee uses accrued vacation or compensatory time off. The Union shall provide a monthly reporting to the Employee Relations Manager with the names and hours used by Union member(s) during County work hours. In all cases release time will not unreasonably interfere with the Department's operations and the Union member(s) shall secure permission from the employee's supervisor before leaving a work assignment.

The Union shall defend, indemnify, hold harmless, release and save the County, its agents and employees, from and against any and all claims, demands, suits, orders, judgments, expenses or other forms of liability arising out of or in connection with this Article and/or any action taken or not taken by the County and/or the Union under this Article, including, but not limited to, Union members taking paid release time to attend to Union business. This indemnification clause shall be in addition to any other remedy available to the County under this contract or provision of the law.

## ARTICLE 11 - STAFF DEVELOPMENT, TRAINING, TUITION & TEXTBOOK BENEFITS

This article replaces MOU article 11.

### 11.1 Staff Development & Training

#### 11.1.1 Staff Development - Quality

Within available resources, the County will provide the maximum in quality staff development. County participation through expense reimbursement or approval of leave will only occur where there is a reasonable expectation that the employee's work performance or value to the County will be enhanced as a result of the course of study.

#### 11.1.2 Staff Development - Determination of Training Needs

The County and the Union agree that the County retains full authority to

determine training needs, resources that can be made available, and the method of payment for training authorized by the County. Nothing in this subsection shall preclude the right of an employee to request specific training.

11.1.3 Staff Development - Resources

Resources for staff development include Departmental In-service Training Funds, Continuing Education Leave and Departmental Travel Funds, employee-paid training expenses, and Tuition and Textbook Benefit Allowance.

11.1.4 Continuing Education - Courses

Employees in allocated positions are eligible for Continuing Education Courses. Those courses taken on County time must be directly related to an employee's present position, or career advancement within the present department, and be approved by the employee's appointing authority.

11.1.5 Continuing Education - Leave

When a Continuing Education Course is offered during an employee's normal work schedule, the employee may be authorized continuing education leave. Such leave authorization shall be subject to the approval of the employee's appointing authority and must be directly related to the employee's present position, or career advancement within the present department. Approval of one course in a series does not automatically constitute approval for the entire series unless specifically authorized by the appointing authority. Approval or denial of leave will be provided to employees in writing in a timely manner. This provision will be applied as consistently as possible and will not be unreasonably denied. Continuing Education leave shall be considered as time worked.

11.1.6 In-service Training – Program

The County shall make every effort to provide a program of in-service training for employees in the bargaining unit designed to maintain a high standard of performance and to increase the skills of employees in the bargaining unit. Training courses to be attended shall have a direct bearing on the work of the employee. Attendance at training courses may be authorized by the

department head. Decisions by department heads on request by employees should be based on the following criteria:

- a) The effect the absence of the employee will have on the department's operations and its ability to continue to provide the services and perform the functions for which it is responsible.
- b) The relationship of the subject of the program, seminar, conference or workshop to the function performed by the employee and the department, and the employee's professional development.

#### 11.1.7 In-service Training - Payment

There are three ways the expenses of the program might be paid. By the County - Expenditures for travel, meals, lodging, registration and other items included annually within the department budget. By other public or private agencies - occasionally, employees receive approval for their expenditures to be paid by grants from the State or Federal governments, from private organizations or from professional organizations. By the individual employee - occasionally, the departmental budget may not permit trips to be paid by the County. The employee may feel that the trip would be of benefit to the employee's professional development, and therefore, would be willing to pay the expenses if the employee were permitted time off from work. In-service training time shall be considered as regular hours worked. When more than one employee within a department requests to attend in-service training and it is not possible to grant attendance for all those employees who have made such a request, because of the criteria listed above, the department head shall establish an attendance list based on the priority order of:

- a) Prior identified training needs.
- b) Prior attendance at similar courses.
- c) Seniority (continuous service) for purposes of this Subsection 11.1.7 seniority (continuous service) shall be defined as in-service hours from the date of appointment in the respective department.

#### 11.1.8 In-service Training - Agreement

When attendance of any one course extends over a period in excess of four

~~(4) days, either consecutive or at regular intervals, and when an expenditure of \$500 or more is required to cover expenses, then an employee shall be required to sign an agreement wherein the employee shall reimburse the County for costs of the training, including tuition, books, travel and living expenses paid by the County, if the employee leaves County employment within one (1) year after completion of the training course. If the employee leaves County employment between one and two years after completion of the training course, the employee will reimburse the County for one-half of the cost. An In-service Training Agreement shall not be required where, against an employee's expressed desires, a department requires an employee to attend in-service training.~~

11.2 Tuition and Textbook Staff Development -Benefit Allowance Program

The Department of Human Resources shall develop, modify, implement and administer administrative/programmatic guidelines to remain in compliance with IRS regulations, based on the County's Staff Development Benefit Allowance Administrative Plan Document.

Full-time and part-time (.40 FTE and above) employees in regular allocated positions are eligible for the Tuition and Textbook Benefit Allowance.

An eligible employee may request reimbursement for allowable expenses, upon approval of the appointing authority, and as defined in the County's Staff Development Benefit Allowance Administrative Plan Document.

11.2.1 Tuition and Textbook Staff Development Benefit Allowance - Amounts

As specified in the chart below, full-time and part-time eligible employees shall be entitled to the following annual benefit amounts:

Bargaining Unit	Full time		3/4 time		Part time	
	<i>Allowance</i>	<i>Carryover</i>	<i>Allowance</i>	<i>Carryover</i>	<i>Allowance</i>	<i>Carryover</i>
Non-	\$500	\$250	\$500	\$250	\$250	\$100

supervisory <b>(0001,5,10,25)</b>						
Non-supervisory <b>(0080)</b>	\$600	\$400	\$600	\$400	\$300	\$200
Supervisory <b>(0095)</b>	\$650	\$400	\$650	\$400	\$325	\$200

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Carry-over funds shall not be cumulative from year to year.

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Supervisors in bargaining unit 95 may use up to \$175 of these funds towards the purchase of a Personal Data Assistant (PDA) once every two years.

11.2.2 Pro-Rated Benefit Amounts

~~Eligible employees hired or promoted on or after January 1 of a fiscal year are eligible for one half (1/2) of the new allowance. Eligible employees hired or promoted after April 1st are eligible for one quarter (1/4) of a new allowance. Eligible employees who terminate prior to January 1 of a fiscal year are eligible for one half (1/2) of the annual allowance; eligible employees who terminate between January 1 and March 30 of a fiscal year are eligible for three quarters (3/4) of the annual allowance; eligible employees who terminate between April 1 and June 30 are eligible for the entire annual allowance.~~

11.2.3 Wellness Benefit

Up to \$100 of the total annual maximum ~~Tuition & Textbook~~ Staff Development Benefit Allowance allowed under Section 11.2.1, is available for wellness related taxable expenses, such as reimbursement of regular physical fitness program costs, weight reduction and smoking cessation programs (including patches).

An eligible employee may request reimbursement for allowable expenses, upon approval of the appointing authority, and as defined in the County's Staff Development Benefit Allowance Administrative ~~Plan~~ Program Document.

### 11.3 Non-Grievability-Arbitrability

Article 11 of this MOU is not ~~grievable nor arbitrable~~ shall not be grievable or appealable.

### 167.2 Leaves - Compassionate

With respect to this provision, the term "spouse" shall also include domestic partners, and the term "parent" is as defined in Section 156.2 d. A full-time employee may be granted up to 32 hours of leave with pay, in the event of death of (a) any of the following relatives of the employee: spouse, son, son-in-law, daughter, daughter-in-law, brother, sister, parent, grandparent, great-grandparent, grandchild, or person who served as a parent to the employee when the employee was a minor, with whom the employee has a relationship in loco parentis, or (b) the parent of the spouse of the employee. Up to an additional 8 hours of sick leave may be granted to supplement compassionate leave.

Part-time employees shall be eligible for a pro-rated compassionate leave benefit that is computed by multiplying the total normal biweekly hours by .40 (e.g.: 40 hrs. x .40 for half-time employees = 16 hrs.) Ongoing work schedule for purposes of this Section shall mean an average of the two pay periods immediately preceding the need for compassionate leave or the employee's normal biweekly allocation of hours, whichever is greater.

### 178.1.1 Safety - Shared Obligation

County is committed to providing a safe and healthy workplace ~~concerned with employees' safety and the availability of safe working places and conditions for its employees. County will endeavor throughout the term of this Memorandum to provide and maintain a safe place of employment for its employees.~~ On behalf of its membership, the Union agrees that it is the duty of all employees to follow safe work practices and procedures in the course of performing their regularly assigned duties to be alert to all unsafe places, equipment, and conditions, and to report any such unsafe practices or conditions to their immediate supervisor or department head- designee.

### 178.1.2 Safety – Committee Safety Program

The County ~~provides an~~ agrees to implement the County's Occupational Safety and Health Program and Safety Manual in accordance with Sonoma County Administrative Policy 6-4 Safety Management Policy and Sonoma County Safety Management Program adopted by the Board of Supervisors on February 26, 2008, Resolution # 08-0157, Resolution #72917 of October 12, 1982, and Concurrent Resolutions #73310 DR 73311 of December 12, 1982. The parties agree that the County Health and Safety Committee retains the right to revise its procedures and processes. Complaints related to the Safety and Health Program shall be brought to the attention of the Departmental Safety Coordinator, Department Head, County Safety Coordinator or, if unresolved, to the County Health and Safety Committee for review and action. In accordance with Resolutions #10762, #72917 and #73310 DR 73311, the County Health and Safety Committee shall meet at least once each quarter in January, April, July and October, or upon call of the Chairperson for special meetings. Any Committee member may petition the Chairman to convene a special session of the Committee for cause.

A union steward designated as a member of a Department Safety Committee or designated as a member of the County Safety and Health Committee will be authorized release time to attend committee meetings, provided attendance by the Steward does not interfere with the operational needs of the County. No Steward may leave his or her work assignment to attend committee meetings without the specific approval of the Steward's supervisor

#### 178.1.3 Safety - Hazard Report, Action, Appeals Process

The County agrees to continue to make available to employees in all work locations, a standard County hazard report form which can be filed by any employee with the employee's supervisor. The employee should retain a copy.

The supervisor shall process the hazard report form as follows:

- a) — When corrective action is necessary, the supervisor shall state on the hazard report form the nature of the corrective action taken or to be taken.
- b) — No later than five (5) working days after receipt of the hazard report, the supervisor shall transmit copies of the hazard action form to the Department Head or designee, the County Safety Coordinator and the employee concerned. The Department Head or designee will review the action taken or to be taken with the supervisor and the employee concerned.

- ~~c) If the employee concerned is not satisfied with the corrective action taken or to be taken, the matter may be appealed to the County Safety Coordinator.~~
- ~~d) Within ten (10) working days of receipt of appeal, the County Safety Coordinator shall further investigate and shall reassess and provide the employee concerned and Department Head or designee with a written statement of action taken or to be taken.~~
- ~~e) In the event that the employee concerned is not satisfied with the decision of the County Safety Coordinator, the matter may be referred to the County Safety Committee for discussion and action.~~
- ~~f) The Union agrees that it and employees it represents shall first exhaust the safety complaint and appeals procedures of the County's Safety Program. If the employee/Union believes that the County has not followed its own procedures or processes as described above, the~~
- ~~g) employee/Union may file a written grievance at the Third Step (Article 20.8.2) for such disputes only.~~
- ~~h) In the event that a hazardous condition presents a clear and immediate danger to the health or safety of employees, the above limits shall be reduced to immediate response action.~~

All hazard reports, actions, and appeals shall follow the process contained in the County of Sonoma Safety Management Policy, Administrative Policy 6-4, and Sonoma County Safety Management Program, and shall not be grievable.

#### 17.1.4 Safety – Installation and Removal of Temporary Dam

~~County agrees that installation and removal of the temporary dam on the Russian River at Healdsburg will be performed only when the level of flow in the river allows such work to be performed in accordance with all applicable laws and regulations governing safety.~~

#### 178.1.5 Safety – Training

~~The County shall continue a County-wide training program for supervisors and non-supervisory employees, subject to the review and approval of the County-wide committee. Safety training shall include training in identification and correction of health and safety hazards, training in safe work practices, training in hazard report and appeal processes, training in CAL-OSHA regulations and procedures. Safety training shall be~~

~~provided employees on a regular basis. Written records shall be maintained by the Safety Coordinator reflecting the date, duration, and subject matter of any training provided. Training shall be conducted at the lowest practical level of supervision. Safety training will be conducted in accordance with the Sonoma County Administrative Policy 6-4 Safety Management Policy and Sonoma County Safety Management Program.~~

17.1.6 ~~————~~ Safety - Award Incentive Program

~~The County will allocate \$3,000 to the County Safety Committee to develop and recommend to the Board of Supervisors a Safety Award Incentive Program. The Union and the County will jointly seek any necessary Legislative changes.~~

17.3 Memorandum of Understanding – Distribution

~~The parties agree that the County shall have this Memorandum available on-line at the County's inter-net and intra-net sites and printed in sufficient copies for distribution to all current and future employees covered by it and for other County employees affected by it, and that the style, size and format of the printed version shall all be mutually agreed upon in advance between the County and the Union. Subject to the foregoing, the County and the Union shall share equally in the costs of printing, any printed copies will be paid for by the Union.~~

201.2 Grievance - Definition of

A grievance is a claim by an employee, a group of employees, or the Union on behalf of an employee(s), concerning the interpretation, application or alleged violation of this Memorandum. All other complaints are specifically excluded from this procedure including but not limited to, complaints which arise from the following: all disciplinary actions, including those that the Union claims are based on discrimination for Union activity (except written reprimands issued to current Union directors, officers and stewards, as identified in the last quarterly list given to the County by the Union that the Union claims are based upon discrimination for Union activity); all appeals arising from examinations; performance evaluation or denial of a merit increase; placement of volunteers; working out of class; provisions of Fair Labor Standards Act; safety related issues; any provision of this Memorandum specifically identified as not grievable. Day shall mean calendar day.

**Section 5 Tentative Agreements**

#### 4.10 Union Related Payroll Deductions

The Union and County agree that all payroll deductions for employees represented by the Union shall utilize no more than ten (10) data processing codes. The Union agrees to work with the ~~Auditor-Controller~~ Auditor-Controller-Treasurer- Tax Collector to establish protocols for use of these codes.

#### 5.12 Contracting Out Bargaining Unit Work - Union Notice

Prior to the Board of Supervisors taking formal action to contract out bargaining unit work represented by the Union, the Department Head will inform the County Administrator, the Human Resources Department, and the Union in writing of any substantial efforts being undertaken by the Department to consider contracting out such bargaining unit work, will share with the Union any reports on such matters (including any cost benefit analyses) addressed to the Board of Supervisors, and, upon request of the Union, will meet and discuss the contracting out proposal with the Union.

No later than January 1, 2003, the Auditor Controllers Office will develop a report that will list Contract Services Claims paid by the County of Sonoma. The Contract Services report will be produced monthly and sent to SEIU ~~Local 707~~ 1021. The Auditor Controllers Office will provide the Contract Services Paid report to the best of their ability; however, the report may not contain all services paid for that SEIU would consider Contracted Out Bargaining Unit Work.

If the Board of Supervisors decides, by legislative action, to contract out any bargaining unit work, the County will send (hand delivered or by certified mail, return receipt requested) a written 90-calendar day notice to each employee represented by the Union who will lose his or her allocated position or will have his or her regular work schedule reduced as a result of the contracting out action. The County will send the Union copies of all employee notices. The 90-day notice will specify that the employee will lose his or her position or will have a reduction in work hours effective 90 calendar days from the date the employee receives the notice.

If the County should decide to layoff or reduce the work hours of an employee prior to the expiration of the 90-day notice period, the employee shall receive regular pay and benefits for the amount of the employee's regular workdays remaining within the 90-day notice period. In the event that an employee receives a 90-day notice under this Section (5.2), the County will continue to make a reasonable effort to place the affected employee in another

available position(s) within the County for which the employee is qualified consistent with applicable Civil Service Rules and other related employment requirements. In return for the foregoing, the Union agrees the County is under no obligation under state law or the County Employee Relations Policy to meet and confer with the Union over either the decision to contract out bargaining unit work or the impact to represented employees resulting from such contracting out. During the 90-day notice period, the Union and the County agree to collaboratively discuss possible options/alternatives to mitigate negative impacts on represented employees.

#### 7.4.1 9/8/1 Alternative Work Schedule

The 9/8/1 Alternative Work Schedule, is intended to enhance County service and accommodate employee lifestyle and work preferences, while not adversely affecting the interests of the County, departments, other employees, or the public. The policy, procedures, and criteria for the evaluation, authorization, and implementation of the 9/8/1 Alternative Work Schedule is outlined in Appendix D herein.

#### Appendix D 9/8/1 Alternative Work Schedule Policy

##### 1. Purpose

The purpose of 9/8/1 Alternative Work Schedules is to enhance County service and accommodate employee lifestyle and work preferences, while not adversely affecting the interests of the County, departments, other employees, or the public. This Policy establishes procedures and criteria for the evaluation, authorization, and implementation of 9/8/1 Alternative Work Schedules. This policy is limited to non-exempt employees.

##### 2. Policy

Appointing Authority or designee may adopt one or more 9/8/1 Alternative Work Schedules for employees in their department consistent with this policy. The 9/8/1 Alternative Work Schedule may be implemented on a department-wide, division-wide, section-wide, by work group, or on an individual employee basis. Implementation, modification or discontinuation of a particular schedule shall not adversely impact the services of the department, increase operating costs or reduce revenues.

The County reserves the right to discontinue the 9/8/1 Alternative Work Schedule, and reassign an employee to a normal daily work schedule based on the operational needs of the department.

“Alternative Work Schedule” for purposes of this policy, is defined as the 9/8/1 (eight, nine-hour days and one, eight-hour day with one day off in a bi-weekly pay period).

### 3. Procedures and Process

An employee requesting an Alternative Work Schedule and the employee’s appointing authority shall mutually agree to the assignment of an Alternative Work Schedule.

Employees assigned to an Alternative Work Schedule shall be eligible for overtime compensation based upon the agreed work week assignment and when required by law. The policy does not preclude the employee from being eligible and compensated for negotiated (non-statutory) overtime during the bi-weekly pay-period with the exception of the transition pay periods.

An employee transitioning into or out of the Alternative Work Schedule may be required to use accrued compensatory and/or vacation time for all or part of the hours scheduled during the first week of the new work schedule, where applicable, to offset unintentional overtime costs as a result of the schedule change.

A Work Schedule that results in overtime shall be paid according to the overtime provisions of the applicable MOU or as required by law.

### 3. Schedules

Schedules shall be in compliance with the Auditor Controller Tax Collector Treasurer Payroll Department’s TimeSaver configuration. Schedules will be established to comply with the Fair Labor Standards Act and will be limited based upon the ability to manage the efficient operation of County business with the Alternative Work Schedule.

### 4. Department Responsibilities

- Prior to implementing or modifying a 9/8/1 Work Schedule Agreement, the Department shall review the work schedule and policy with the employee, including rights and responsibilities.
- Both the employee and designated department representative shall sign the 9/8/1 Work Schedule Agreement.
- A copy of the signed agreement shall be given to the employee.
- Departments shall maintain each employee’s current, signed original Work Schedule Agreement in the employee’s personnel file.

## 5. Holidays

Holiday time shall be paid in accordance with applicable MOUs except as provided below.

### HOLIDAY TIME IN EXCESS OF 8 HOURS

When a holiday falls on an employee's regularly scheduled workday, the employee is entitled to up to eight (8) hours of holiday pay. If the regular scheduled work day is a nine (9) hour day, the employee shall use one (1) hour of non-sick-leave accruals. If the employee does not have any non-sick-leave accrual balances, leave without pay will be authorized.

#### 7.8 Schedule - Voluntary Exchanges of Work in Department of Health Services (Norton Center, Orenda) 24 Hour Service Units

Consistent with departmental policy, voluntary exchanges in scheduling between employees must be within the same or related work unit and involve persons of comparable classification and ability. Prior approval of the appointing authority or designee is required for all voluntary exchanges of schedules.

Employees working in Norton Center or Orenda Center Department of Health Services 24 Hour Service Units (such as: Psychiatric Emergency Services and AODS Orenda Center) shall waive overtime resulting from this schedule change unless the hours in pay status exceed 80 hours in any one pay period or unless otherwise required by law.

#### 7.29 Callback

Employees who are called back to work when off duty and after having left the worksite shall be entitled to receive a minimum of two (2) hours at time and one-half or overtime accrual for the actual time worked, whichever is greater. Employees in the Maintenance Bargaining Unit who are called back to begin work after midnight but before 6 a.m. of the same day or two hours before the start of the employee's normal work shift, whichever occurs first, shall be entitled to receive a minimum of three (3) hours at time and one-half or time and one-half for the actual time worked, whichever is greater.

Employees who are called back to work while on a duty free meal period will be paid according to Article 7.28.

Time worked, for which the employee is entitled to compensation, shall include reasonable travel time to and from the employee's residence via the shortest commonly traveled route. No employee shall continue to receive standby pay once called back to

work or while receiving call back pay for hours worked, or while guaranteed minimum is paid. For purposes of computing statutory overtime, only time actually worked and travel time shall be considered.

## 9.2 Standby – Defined

Standby duty requires that an employee designated by the appointing authority, be ready to respond as soon as possible, be reachable by telephone or pager, be able to report to work in a reasonable amount of time, and refrain from activities which might impair his/her ability to perform assigned duties. An employee who is released from duty and is assigned by the department to be on standby shall be eligible for standby pay. Standby time is not to be construed as work time. No employee shall be paid for standby duty and other compensable duty simultaneously.

### 9.5.1 Standby - Nursing

A licensed nursing employee of the Department of Health Services shall be available for assignment by the appointing authority to standby when off duty. Each such employee who is assigned to standby shall be paid at the rate of ~~8% of the "I" step of the Family Nurse Practitioner~~ \$5.66 per hour for each hour the employee actually stands by.

### 9.6.4 Standby - HS - ERP Compensation

A Social Service Worker IV, a Social Services Supervisor II or a Social Services Supervisor I assigned to ERP standby duty shall receive 20% premium pay above the employee's base hourly rate for each hour the employee actually stands by. Each employee assigned to standby duty shall be entitled to 8 hours of compensatory time off for each holiday which falls within the standby assignment. Such employee shall receive this compensation for being on standby ~~and for processing any related paperwork.~~ Standby time is not construed as work time.

### 9.17.2 Sexual Assault Exams - Day Shift

Employees in the class of Family Nurse Practitioner/Physician's Assistant, Nurse Practitioner OB/GYN, and/ or Staff Nurse II/I who are on duty shall perform sexual assault exams as part of their regular assigned duties. Employees in the class of Family Nurse Practitioner/Physicians Assistant, Nurse Practitioner OB/GYN, and or Staff Nurse II/I, assigned to a day shift, shall be paid an additional \$125 ~~\$100.00~~ for each completed

pediatric sexual assault examination or for each completed adult sexual assault examination. ~~The sexual assault exam day shift premium will be increased each year by the same percentage rate as the salary cost of living adjustment, Section 8.1.~~

#### 9.17.3 Sexual Assault Exam - Call Back

When an employee in the class of Family Nurse Practitioner/Physician Assistant, Nurse Practitioner OB/GYN, or Staff Nurse II/I conducts a crisis sexual assault examination during hours which the employee is not already scheduled to work, the employee shall receive ~~\$250~~ \$200.00 for each completed examination in lieu of other compensation. Participation in the call back schedule of the sexual assault program will be reviewed by the supervisor with affected employees every six months. ~~The sexual assault call back premium will be increased each year by the same percentage rate as the salary cost of living adjustment, Section 8.1.~~

#### 9.17.4 Tiered Stand-by Pay Scale - Sexual Assault Exam Program

- a) Physician Assistants and/or Registered Nurses assigned to the Sexual Assault Exam Program shall be available for assignment by the appointing authority to standby when off duty. Each employee who is assigned to standby shall be paid for actual time on standby. The rate of standby pay shall be \$7.52 per hour. ~~determined based on the total number of sexual assault examiners assigned to the program within each period. If 6 examiners are available, standby shall be paid at a rate of 8% of the "I" Step of the salary range for Family Nurse Practitioner/Physician Assistant. If 5 examiners are available, standby shall be paid at a rate of 10% of the "I" Step of the salary range for Family Nurse Practitioner/Physician Assistant. If 4 examiners are available, standby shall be paid at a rate of 13% of the "I" Step of the salary range for Family Nurse Practitioner/Physician Assistant. If 3 or less examiners are available, standby shall be paid at a rate of 16% of the "I" Step of the salary range for Family Nurse Practitioner/Physician Assistant.~~
- b) Supporting personnel not listed in 9.17.4(a) above who are assigned to the Sexual Assault Exam Program in a supporting roll shall be available for assignment by the appointing authority to standby when off duty. Each employee who is assigned to standby shall be paid for actual time on standby. The rate of standby pay shall be \$4.53 per hour. ~~determined based on the total number of sexual assault support personnel assigned to the program within each pay period. If 4 or more support personnel are available, standby shall be paid at a rate of 18% of the "I" step of the salary range for Public Health Assistant. If 3 support personnel are available, standby shall be paid at a rate of 19% of the "I" step of the salary range for Public Health Assistant. If 2 or less~~

~~support personal are available, standby shall be paid at a rate of 20% of the "I" step of the salary range for Public Health Assistant.~~

c) For the purposes of Section a) and b) above, available means available to be assigned to a weekly rotation for standby.

9.17.5 ~~Physician Assistant Prior to 11/4/97~~

~~A Physician Assistant who occupies a permanent position as of 11/4/97 and is assigned to the sexual assault examination program and is volunteering to participate in the call back portion of the program, may elect upon 90 days notice to not participate in the call back portion of the program.~~

9.33 Premium Pay – Plans Examination Assignment

A Building Inspector who possesses an I.C.C Plans Examiner Certification or its equivalent, and is assigned to work in the Permit and Resource Management Department's Plan Check Section, shall be paid an additional hourly rate of 5% of the employee's current base hourly rate, for all hours worked in the assignment. This provision is effective August 5, 2003.

9.34 Premium Pay – PRMD Public Projects Coordinator

A Senior Environmental Specialist shall receive a premium of 10% above his/her base hourly rate of pay for all hours in pay status while assigned as "PRMD- Public Projects Coordinator". The premium serves to compensate employees in the classification of Senior Environmental Specialist for coordinating the critical public sector workload of the PRMD Environmental Review Division. This includes determining public project priorities in coordination with other County departments; assigning work to staff; and providing general oversight over the public projects within the Environmental review Division.

10.5 Reimbursement - Mileage

An employee who is authorized to use a personal motor vehicle for travel required in the performance of official duty, shall be reimbursed at the current applicable federal business standard mileage rate as established by the IRS for each mile driven so long as the employee substantiates the time, place, and business purpose of the travel. ~~The rate in effect at the time of the implementation of this memorandum is thirty six and ½ cents (\$0.365) per mile. All miles driven on or after the effective date of this memorandum shall be reimbursed at this rate until such time as the rate changes.~~

10.6.6 Uniforms and Work Clothes - Repair and Supplement Allowance

a) For full-time employees in the classes of Probation Assistant assigned to the Youth Camp, Maintenance Worker I, II, III, Maintenance Supervisor I, II, Traffic Maintenance Supervisor I, II, Traffic Paint and Sign Worker, Bridge Worker I, II, Bridge Maintenance Supervisor I, II, Groundskeeper assigned to Refuse, Fairgrounds Maintenance Worker, Senior Fairgrounds Maintenance Worker, Fairgrounds Maintenance Supervisor, Fairgrounds Storekeeper, Maintenance Sprayer, and Senior Maintenance Sprayer are to receive three shirts and \$130.00 annually on the first payday in October for the repair and supplement toward replacement of work clothes; part-time employees in the class cited above shall receive three shirts and \$75.00 annually on the first payday in October for the repair and supplement toward replacement of work clothes.

b) Full-time employees in the classes of Disposal Worker I, II, Disposal Supervisor ~~and~~ Groundskeeper assigned to Refuse, Airport Operations Trainee, Airport Operations Specialist, and Airport Operations Supervisor shall receive \$7.30 per pay period for the cleaning of work clothes, and they shall receive \$93.00 semi-annually on the first payday of October and April for the repair and supplement toward replacement of work clothes. Part-time employees, and extra help employees assigned to Refuse Operations, shall receive \$4.65 per pay period for the cleaning of work clothes and \$70.00 semi-annually on the first payday in October and April for the repair and supplement toward replacement of work clothes.

10.6.7 Uniforms and Work Clothes - Laundry Service

- a. Full-time and part-time employees in the classes of ~~Airport Service Worker I, II, and~~ Auto Service Workers, shall have work shirts and trousers maintained by a sanitary laundry service.
- b. Uniforms (including jackets) issued to Water Agency employees in the classes of Wastewater Plant Supervisor I, Water Agency Maintenance Worker I, II, III, Water Agency Maintenance Supervisor I, II, Lab/Industrial Waste Supervisor, Water Agency Mechanic Supervisor, Automotive Service Worker, Storekeeper, and Materials Equipment Specialist, will be maintained by a sanitary laundry service.

44.3 15.3      Vacation - Accrual Rates - Non-Supervisory Unit

Each non-supervisory employee who has completed the following in-service hours shall accrue vacation leave at the appropriate rate shown below. Rates shown below will be adjusted to reflect any unpaid time in each pay period. Hours will be accumulated to the maximum indicated in the following table:

Years of Completed Full-Time Service	Inservice Hours of Completed Service	Rate for 80 Inservice Hours	Maximum Accumulated Hours
0 through 2	0.0 to 4174.2	3.07	<del>240</del> <u>280</u>
2 through 3	4174.3 to 6261.4	3.68	<del>240</del> <u>280</u>
3 through 4	6261.5 to 8348.5	3.99	<del>240</del> <u>280</u>
4 through 5	8348.6 to 10435.6	4.29	<del>240</del> <u>280</u>
5 through 10	10435.7 to 20871.2	4.60	<del>248</del> <u>280</u>
10 through 15	20871.3 to 31306.8	5.83	<del>256</del> <u>280</u>
15 through 20	31306.9 to 41742.4	6.44	<del>264</del> <u>280</u>
20 through 25	41742.5 to 52178.0	7.05	280
25 or greater	52178.1 or more	7.36	280

44.4 15.4      Vacation - Accrual Rates - Supervisory Unit

Each employee in the General Supervisory Bargaining Unit who has completed the following in-service hours shall accrue vacation leave at the appropriate rate shown below. In-service hours include all hours in pay status excluding overtime. Rates shown below will be adjusted to reflect any unpaid time in each pay period. Hours will be accumulated to the maximums indicated in the table below. No employee promoted to a supervisory position shall have his or her maximum accumulation of vacation hours reduced as a result of the promotion.

Years of Completed Full-Time Service	Inservice Hours of Completed Service	Rate for 80 Inservice Hours	Maximum Accumulated Hours
0 through 2	0.0 to 4174.2	3.07	<del>240</del> <u>360</u>
2 through 3	4174.3 to 6261.4	3.68	<del>240</del> <u>360</u>
3 through 4	6261.5 to 8348.5	3.99	<del>240</del> <u>360</u>
4 through 5	8348.6 to 10435.6	4.29	<del>240</del> <u>360</u>
5 through 10	10435.7 to 20871.2	4.60	<del>280</del> <u>360</u>
10 through 15	20871.3 to 31306.8	5.83	<del>320</del> <u>360</u>

15 through 20	31306.9 to 41742.4	6.44	360
20 through 25	41742.5 to 52178.0	7.05	360
25 or more	52178.1 or more	7.36	360

156.2 Sick Leave - Usage

Earned sick leave credits may, with the approval of the department head, be used by the employee:

- a) During the employee's own incapacity due to illness or injury,
- b) During the time needed by the employee to undergo medical or dental treatment or examination,
- c) During a pregnancy disability leave in which the female employee is incapacitated due to the imminent or actual birth of a child,
- d) when a child, spouse, or domestic partner of an employee, who is a member of the employee's household or a person for whom the employee is entitled to a Federal Income Tax dependent exemption, or the employee's parent is incapacitated by illness or injury and it is necessary for the employee to care for such child, spouse, domestic partner or parent. (Parent for purposes of this Section is defined as biological, foster, or adoptive parent, step parent, a legal guardian, or other person who stood in place of a parent loco parentis to the employee when the employee was a child. A biological or legal relationship is not necessary for a person to have stood in ~~loco parentis~~ parentis place of a parent to the employee as a child. Parent does not include parent-in-law). Sick leave under this paragraph shall not exceed 48 hours per occurrence unless extended by joint action of the employee's department head and the Director of Human Resources by reason of exceptional hardships.

167.11.1 Leaves - Stipend Education Leave - Health Benefit Continuation

Notwithstanding the provisions of Section 12.10, employees in the Human Services Department who are authorized a Leave of Absence to attend graduate school under the IV-E Training Program, to obtain a master's degree in Social Welfare (MSW), shall be entitled to continue the County Health Benefit insurance program during the education leave. The County shall continue to make its normal health benefit contribution for the employee as provided under Section 12.4 of this MOU. The employee shall make

appropriate payments acceptable to the ~~Auditor-Controller~~ Auditor-Controller-Treasurer-Tax Collector to continue his/her portion of the premium during the leave.

178.14                    Supervisory Leave (Supervisory Unit Only)

~~Beginning Fiscal year 2004-2005, and~~ Each fiscal year thereafter, each full time employee in the Supervisory Bargaining unit (0095) who is in pay status on the last scheduled working day in June and the first scheduled working day in July shall be granted supervisory leave as described in 16.14 A) & B) below. Subject to the same restrictions as required of full-time employees, each part-time employee shall be entitled to a pro-rated number of hours based on 1/10 of an hour for each hour in pay status for the pay period that includes July 1. Extra help employees are not covered by this article.

A.) The amount of paid leave (supervisory leave) an employee receives shall depend on the designation of each position, pursuant to Fair Labor Standards Act (FLSA) regulations. For purposes of this Agreement, the parties accept the Counties application of FLSA designations of these positions.

B.) Employees occupying a position designated as "Exempt" per FLSA guidelines shall receive two days (16 hours) of "Supervisory Leave" per fiscal year. The exempt positions are coded as follows by payroll:

- A = Administrative
- P = Professional
- E = Executive

C.) Employees occupying a position designated as "Non-exempt" shall receive one day (8 hours) of "Supervisory Leave" per fiscal year. The non-exempt positions are coded as follows by payroll:

- N = Non-exempt
- NAW = Non-exempt - Alternative Work Week
- N7J = Non-exempt 70) exception to 40 hr work week

D.) Any accrued unused supervisory leave shall expire the last day of the last full pay period of each fiscal year and shall not be payable. Upon separation of employment any unused leave shall be forfeited and not considered as payable with other leave payoffs.

E.) Supervisory leave taken shall be requested in advance and subject to the approval of the Department Head, or Designee, and

considered for approval with particular regards to the needs of the service, and whenever possible, with regard to the wishes of the employee. Every effort shall be made to arrange leave so that each employee will take available leave each fiscal year.

F.) Supervisory leave shall be subject to the requirements of article 16.1, Leaves of Absence without pay usage reference table, as they apply to vacation and compensatory time off.

G.) Supervisory leave shall not be available for buyback or cash-out at any time. Leave shall also be subject to forfeiture upon any changes in status or transfer to bargaining unit that is not considered eligible for Supervisory Leave.

~~H.) Due to administrative considerations, the terms of this Agreement shall not be implemented until March, 2005.~~

189.3.2                    Svcs. & Tech. Support - Regional Parks Dept. – Housing

Any employee in the class of Park Ranger Trainee, Park Ranger III, Parks & Grounds Maintenance Worker I, II, Parks & Grounds Maintenance Supervisor, Aquatic Specialist, Events Services Supervisor, or Building Events Workers may be assigned to live in County-provided housing. Consideration in assignment to housing will be given to rank in the following order by earliest hire date: 1) Rangers, 2) Park Maintenance Workers, 3) Aquatic Specialists, 4) Events Services Supervisor, and 5) Building Events Workers.

189.6                    Supervisory Unit - Supervisory-Subordinate - Salary Alignment

It is the mutual goal of the parties to achieve and maintain a 10% base salary differential, between supervisory employees and those supervised. During the term of this Memorandum, whenever the difference between the "I" Step of the salary range of a supervisory classification and the "I" Step of the salary range of the supervisor's subordinate classification is less than 10%, upon request by the Union, the County shall meet and confer with the Union on the supervisor's salary range.

Effective March 4, 2003, one (1) Accounting Technician position at the Sonoma County Water Agency that supervises Account Clerk III's will receive a 4.1% premium for as long as the base salary difference between that position and direct subordinates is 5.9% or less at the "I" step.

Following completion of the Third Step of the grievance procedure provided herein, if the grievance is subject to arbitration and remains unresolved, the Union on behalf of the grievant may request arbitration. The request for arbitration must be written and given to the County Counsel and the Employee Relations Manager, in writing, within 15 days of the receipt of the response from Step Three.

The moving party shall, within thirty (30) days of submitting a written request for arbitration, begin the process for selecting an arbitrator and scheduling a hearing date. An extension of the thirty (30)-day timeline must be requested in writing by either party and agreed upon by both parties. Failure to comply with the timelines set forth in this section or other timeline mutually agreed upon by the parties shall immediately terminate the grievance and all rights provided under the grievance procedure.

As a condition of employment, all represented employees (~~except those in the Supervisory Bargaining Unit~~) must be members or service fee payers of the Union. If any employee does not voluntarily make application for membership or service fee status within 45 days of the effective date of this section or within 45 days of beginning work, whichever is later, the County shall enroll the employee as a service fee payer automatically and by default. The County shall deduct the service fee from the employee's paycheck.

Payroll deductions shall be made bi-weekly. However, the initial deduction for any employee shall not begin unless either a voluntary authorization for deduction of Union dues or a service fee has been properly executed or the 45-day application period for considering voluntary enrollment has expired. Changes in the amount of the monthly membership dues must be delivered to the ~~Auditor-Controller~~ Auditor-Controller-Treasurer-Tax Collector, Payroll Division, at least thirty (30) calendar days prior to the last pay day of the calendar month prior to the change becoming effective. A represented employee may revoke his/her voluntary authorization for deduction of Union dues only as provided in Article 26 (Maintenance of Membership) of this contract. Any ~~non-supervisory~~ represented employee who revokes his/her voluntary authorization for membership shall be immediately enrolled as a service fee payer. All sums deducted by the County shall be remitted to the Union at an address given to the County by the Union, by the tenth (10) calendar day following the pay period when the deductions were made, together with a list of names and the amount deducted for each employee for whom a deduction was made. The County will also notify the Union of the name of each

employee who revokes his "Voluntary Authorization for Deduction of Union Dues." This does not apply to "Special Assessments or penalties" levied by the Union that are over and above the regular paid dues.

The County shall not be liable to the Union by reason of the requirements of this Article for the remittance or payment of any sum other than that constituting actual deductions made from the pay earned by the employees. In addition, the Union shall indemnify and hold the County harmless from any liability resulting from any and all claims, demands, suits or any other action arising from compliance with this Article or in reliance on any list, notice, certification or authorization furnished under this Article.

ARTICLE 26 - MAINTENANCE OF MEMBERSHIP

On the date this agreement is executed, all Union members who had Union deduction authorizations on file with the ~~Auditor-Controller~~ Auditor-Controller-Treasurer-Tax Collector or the Union, or who may thereafter authorize in writing the deduction of their Union dues, shall remain on payroll deduction for the term of this Memorandum or so long as they are members of the representative units. Union members may terminate payroll deductions of dues at the expiration of this Memorandum by giving written notice to the Union during a one-month period between 90 and 60 days prior to the expiration of the term. The Union agrees to indemnify, defend and hold harmless the County, its officers, agents and employees from any claim, liability or damage arising from this provision.

SEIU Name Change Clean Up – Everywhere in the MOU where the name SEIU Local 707 appears shall be replaced with SEIU Local 1021.

Numbering of Articles and Sections may change as a result of the implementation of this agreement.