

MEMORANDUM OF UNDERSTANDING

Between

THE COUNTY OF SONOMA

SONOMA COUNTY WATER AGENCY

and

**WESTERN COUNCIL OF ENGINEERS
(W.C.E.)**

2003 – 2009

September 16, 2003 - September 21, 2009

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MEMORANDUM OF UNDERSTANDING
BETWEEN THE COUNTY OF SONOMA, SONOMA COUNTY WATER AGENCY
and
WESTERN COUNCIL OF ENGINEERS (WCE)
2003-2009

PREAMBLE

This Memorandum of Understanding between the duly appointed representatives of Sonoma County and Sonoma County Water Agency together hereinafter referred to as "County", and the Western Council of Engineers, hereinafter referred to as the "Council", contains the agreement of each concerning wages, hours and other terms and conditions of employment for the term of this Memorandum. The parties jointly agree to recommend to County Board of Supervisors and Board of Directors of the Sonoma County Water Agency the adoption of this Memorandum of Understanding effective September 16, 2003, unless otherwise specified. This Memorandum of Understanding shall apply only to the Engineers' Bargaining Unit.

ARTICLE 1 - TERM

This Memorandum of Agreement is effective from September 16, 2003 unless otherwise specified. This Memorandum shall expire and otherwise fully terminate at 11:59 p.m., September 21, 2009. The parties agree that all monetary and non-monetary changes contained herein will become effective September 16, 2003, unless otherwise specified.

ARTICLE 2 - SUCCESSOR MEMORANDUM

In the event the Council desires to negotiate a successor Memorandum of Understanding, the Council shall serve on the County by the third week of March 2009, its written request to commence negotiations as well as its initial written proposals, or interests in the event both parties agree to participate in interest based bargaining, for any successor Memorandum of Understanding. Unless mutually agreed upon, negotiations shall begin no later than the third week of April 2009.

ARTICLE 3 - RECOGNITION

The County recognizes the Western Council of Engineers, as the sole recognized bargaining representative for the Engineers Unit. The bargaining unit as of the effective date of this Memorandum of Understanding, consists of employees in allocated positions in classifications listed below:

- Junior Engineer	- Water Agency Junior Engineer	- Assistant Air Quality Engineer	- Licensed Land Surveyor
- Assistant Engineer	- Water Agency Assistant Engineer	- Air Quality Engineer	
- Engineer			
- Senior Engineer	- Water Agency Engineer		

ARTICLE 4 - DEFINITIONS

Non-Application: None of the following definitions are intended to apply in the administration of the County Employee's Retirement Law of 1937 or to the County's Civil Service Ordinance nor the Rules of the Civil Service Commission.

Appointing Authority: The board, commission, group of persons, officer or person having the power by lawfully delegated authority to make appointment to or removal from positions in the County service.

Base Hourly Rate: The base hourly rate shall be the hourly rate corresponding to the salary step

in the salary range to which the employee is assigned.

Bi-Weekly Pay Period: Fourteen (14) consecutive calendar days which begins on a Tuesday and ends with the second Monday thereafter.

Break In Service: A break in employment from the County such as a termination or resignation. A break in service does not occur because an employee is on an unpaid status.

Calendar Year: January 1 through December 31.

Compensatory Time: Time off with pay at the base hourly rate to which an employee is entitled, as provided for in this Memorandum, instead of cash compensation.

County: The County of Sonoma, the Sonoma County Water Agency, any of its organizational unit or boards and commissions, as administratively determined by the County; may include appointing authority, Board of Supervisors, Chief Administrative Officer or a supervisor.

Emergency Operations: The performance of County functions or services necessary, in the opinion of the County, to protect or preserve the lives, safety, health, or property of the County.

Employee: Any person legally employed by the County and a member of the bargaining unit represented by the Council.

Employee Full-Time: An employee who is employed in an allocated position which is regularly scheduled for 80 hours of work in each pay period.

Employee 3/4 Part-Time: An employee who is employed in an allocated position which is regularly scheduled for at least 60 hours but less than 80 hours of work per pay period.

Employee Part Time: An employee who is employed in an allocated position which is regularly scheduled for no less than 32 hours but less than 60 hours of work per pay period. Unless otherwise specified in the Memorandum, the term "part-time employee(s)" shall include both employee 3/4 part-time and employee part-time.

Extra Help Employees: As defined in the Civil Service Rules and not represented by this bargaining unit.

Flex-Time Work Schedule: A non-regular work schedule with or without a consistent pattern as to the number of work hours per day or week, but an arrangement whereby the employee is obligated to perform work and be responsible for flexing the hours of his/her own work schedule in accordance with arrangements agreed to by the employee and the appointing authority. Employees assigned to a flex-time work schedule will be eligible for overtime only when the hours worked exceeds 80 in a pay period.

Pay Status: Whenever an employee is at work, absent on a paid holiday, absent on leave with pay, or absent on authorized compensatory time off.

Probationary Employee: An employee who is serving a probationary period as provided in the Civil Service Rules.

Probationary Period: A period which is used for the adjustment and evaluation of a newly appointed or reassigned employee as provided for in the Civil Service Rules.

Regular Work Day: A 24-hour period containing a specified number of hours of work (normally 8, 9, or 10 consecutive hours of work) and normally interrupted by a meal break.

Regular Work Schedule: The determination by the County of an employee's specific work days, work weeks, and work shifts, established on a regular, ongoing basis.

Salary: Means only wages and premiums, but does not include benefits such as insurance, vehicle use, paid leaves or other economic benefits.

Salary Range: The salary level for any given classification. The salary range shall consist of

nine salary steps, each approximately 2-1/2% apart and identified with the letter "A" through "I".

Each salary range shall be identified by a number that shall correspond with the cents per hour of the "A" step of that salary range. Similarly, each step of the salary range shall be expressed in cents per hour.

Work Shift: The hours that an employee is scheduled to work within a regular or split workday.

ARTICLE 5 - EMPLOYEE NOTIFICATION OF REPRESENTATION

The County agrees to notify, within a reasonable time, each new employee in classifications assigned to the Engineers Unit, that Western Council is his/her recognized bargaining representative.

ARTICLE 6 - RIGHTS OF WESTERN COUNCIL OFFICERS, REPRESENTATIVES AND MEMBERS

6.1 Access to Work Locations

Western Council officers and representatives may be granted reasonable access to employee work locations, with the consent of the appointing authority, for the purpose of contacting members concerning business within the scope of representation.

6.2 Grievance Processing

Western Council may designate one unit member who shall be granted a reasonable amount of time off without loss of compensation to represent an aggrieved unit member under the County's grievance procedure. Grievance representatives, when leaving their work location to represent an employee, shall first obtain permission from their immediate supervisor and also from the grievant's supervisor.

6.3 Meeting Space

Upon request by Western Council, the County may grant use of its County facilities for meetings composed of represented unit members, provided such meetings are held outside regularly scheduled working hours for the group which is meeting, and provided space can be made available without interfering with County needs.

Western Council agrees to provide proper advance notice to the appropriate department head or his representative and pay any contingent costs of security, supervision, damage and cleanup.

ARTICLE 7 - PERSONNEL FILES

7.1 Inspection of Personnel Files

County and Council agree that personnel records are not subject to public inspection, except as required by law. Employee shall have the right to inspect and review any official record relating to their performance as an employee which is kept or maintained by the County. The County shall provide an opportunity for the employee to respond in writing to any information about which the employee disagrees. The response shall become a permanent part of the employee's personnel file. The contents of employee personnel records shall be made available to the employee for inspection and review at reasonable intervals during the regular business hours of the County.

7.2 Records That Cannot Be Reviewed

Notwithstanding any other provisions of this Article, County and Council agree that an employee is not entitled to inspect, review or copy such documents as reference letters, background investigations, and records pertaining to investigation of a possible criminal

offense.

7.3 Consent For Union Representative To Review Records

Should an employee wish to have a Council representative review the employee's own personnel records, the employee will provide the Union representative with a signed letter indicating the employee's consent to have the employee's records reviewed.

7.4 Copies of Personnel File Documents

All personnel records are and remain the property of the County. At the employee's request, the employee shall be provided one copy of any document placed in the employee's personnel file except for employment applications. An employee must specify the documents which are requested for copying and shall pay the standard County copying fee.

ARTICLE 8 - COMMUNICATIONS

8.1 Messenger Service

The County's interdepartmental messenger service may be used for individual business-oriented communication between employees who are represented by the Council and between the paid staff of the Council and such employees, provided that paid staff of the Council shall pick up and deliver all written communications outside the County's normal distribution route. The Council understands that the continuance or discontinuance of the interdepartmental messenger service is a matter within the sole discretion of the County.

8.2 Bulletin Boards

County will furnish adequate bulletin board space. Bulletin boards shall be located in mutually acceptable areas and shall, when reasonably possible, be out of plain view of the public. All materials to be posted on said boards shall be in good taste and strictly impersonal in nature and limited to the legitimate business of the Council. Prior to posting, any material shall be plainly and legibly initialed by an authorized representative of the Council.

ARTICLE 9 - DUES CHECK-OFF

The County agrees to deduct all Union dues, insurance premiums and assessments from the pay of those employees who have authorized that such deductions be made. Assessments shall not include monies to be deducted for political purposes. The amounts deducted shall be remitted promptly to the Council or its designees, with an alphabetical list of the employees from whom deducted. The Council agrees that, in recognition of the County providing automatic dues deduction, the Council will not sue, grieve, or contest the County's processing or handling except in case of an error in which case the Council will call it to the County's attention. The County or the Council shall make prospective corrections or adjustments as necessary.

ARTICLE 10 - MANAGEMENT RIGHTS

The Council recognizes that the County has and will continue to retain in all respects, whether exercised or not, the exclusive right subject to this Memorandum, to operate, administer, and manage its public services and its work force performing those services.

The exclusive rights of the County shall include, but not be limited to, the right to determine the organization of County government and the purpose and mission of its constituent agencies, to set standards of service to be offered to the public, and through its management officials to exercise control and discretion over its organization and operations, to establish and effect administrative

regulations and Employment Rules and Regulations consistent with law and the specific provisions of this Memorandum, to direct its employees, to take disciplinary action, to relieve its employees from duty because of lack of work, or for other legitimate reasons, to determine whether goods or services shall be made, purchased or contracted for, to determine the methods, means and personnel by which the County's services are to be provided, including the right to schedule and assign work and overtime, and to otherwise act in the interest of efficient service to the County.

ARTICLE 11 - SALARIES AND ADMINISTRATION OF THE SALARY SCHEDULE

11.1 Salaries

The salary ranges along with the effective date for all represented classifications shall be as specified in Appendix B of this Memorandum. Salary ranges reflect a general increase at the "A" Step of:

- Three percent (3%) effective September 16, 2003
- Three and a half percent (3.5%) effective September 14, 2004
- Three and a half percent (3.5%) effective September 13, 2005
- Three percent (3%) effective September 12, 2006
- CPI 3% to 4% Effective September 11, 2007
- CPI 3% to 4% Effective September 9, 2008

The following formula will be used to determine the cost of living adjustment (COLA) in the last two (2) years (FY 2007-08 and FY 2008-09) of this agreement. The Consumer Price Index (CPI) for Urban Wage Earners and Clerical Workers for San Francisco-Oakland-San Jose will be averaged for the prior twelve (12) months (twenty-six bi-weekly pay periods) ending with the months of June 2007 and June 2008 to determine the cost of living increase for each subsequent contract year. If the CPI is between 3% and 4% the COLA will be the same as the CPI. If the CPI is less than 3%, the COLA will be 3%; if greater than 4%, the COLA will be 4%.

11.2 Salary Upon Employment

Except as otherwise provided herein, appointment to any position in any class shall be made at the minimum rate, and advancement to rates greater than the minimum rate shall be within the limits of the salary range for the class.

In exceptional cases after reasonable effort has been made to obtain employees for a particular class at the minimum rate, employment of individuals who possess special qualifications higher than the minimum qualifications prescribed for the particular class may be authorized at a rate higher than the minimum upon recommendation of the appointing authority with approval of the County.

11.3 Consideration Upon Reappointment or Return

A full-time or part-time employee who resigns in good standing and is reappointed on a full-time, part-time or extra-help basis in the same or a closely related class in the same or a lower salary range within two (2) years of resignation, shall not be paid less than two steps below the step paid at the time of resignation. Approval of the County is only required if the person is rehired at a step which exceeds the step paid at the time of resignation.

A full-time or part-time employee who resigns in good standing and, within one (1) month of the date of resignation, is appointed to an extra-help job in any class may, with approval of the appointing authority, receive the hourly rate which is closest to but does not exceed

the step rate received upon resignation.

11.4 Extra-Help to Extra-Help or Permanent Appointment

An extra-help employee who is appointed to an allocated part-time or full-time position or on an extra-help basis in any class and without a break in service, shall be paid at a step in the appropriate salary range which is nearest in amount to that of the step received in the classification held immediately prior to such appointment. Employment at a higher salary step not to exceed the maximum of the range may be authorized upon recommendation of the appointing authority and approval of the County. This provision does not apply to the appointment of an extra-help employee to another extra-help position(s) held simultaneously with the first position.

11.5 Salary Upon Restoration

Any full-time or part-time employee displaced, laid off, or voluntarily demoted in lieu of layoff and reappointed within two (2) years in the same class from which separated or in a closely related class in the same salary range, or in a lower salary range than the class from which separated shall be paid at the salary step closest to but not exceeding the step of the applicable range paid at the time of displacement, layoff or voluntary demotion. Such employee shall be considered for merit increase when the employee's total hours in pay status before and after separation and restoration equal the number of hours required for merit increase.

11.6 Salary Upon Promotion

Except as otherwise provided herein, any full or part-time employee who is promoted to a position or a class allocated to a higher salary range than the class from which the employee was promoted shall receive the salary step rate of the appropriate range which would constitute an increase of salary most closely equivalent to five percent (5%) of the employee's salary step rate before promotion, but not less than the minimum salary range of the new class nor greater than the maximum salary of the new class.

If a promotion occurs on the same day a merit increase is due and approved, the merit increase shall be computed first and subsequently the increase due to promotion.

An employee who is promoted shall be considered for a merit increase when the employee's total hours in pay status, exclusive of overtime subsequent to promotion, equals 1040 hours. The effective date of the merit increase shall be in accordance with Article 11.19.

11.7 Advanced Salary Upon Promotion

Upon promotion of a full-time or part-time employee to a new class, the Human Resources Director may recommend to the County Administrator that the person being promoted shall receive a rate of pay which is higher than that to which the employee is entitled, but which in no way exceeds the top of the range.

11.8 Salary Upon Demotion During Probation

Any full-time or part-time employee who, during the employee's probationary period, is demoted to a class which the employee formerly occupied in good standing during the same period of continuous employment in paid or unpaid status, shall have the employee's salary reduced to the salary the employee would have received if the employee had remained in the lower class throughout the employee's period of service in

the higher class. The employee's eligibility for merit advancement shall be determined as if the employee had remained in the lower class throughout the period of service in the higher class.

11.9 Salary Upon Involuntary Demotion

A full or part-time employee, to whom the circumstances described in Article 11.8 do not apply, who is demoted involuntarily to a position in a class which is allocated to a lower salary range than the class from which the employee is demoted, shall have the employee's salary reduced to the salary in the range for the new class next lower than, or not more than five percent (5%) lower than the salary received before demotion, except that such employee shall not be paid more than the maximum of the range of the class to which the employee is demoted. The employee's eligibility for merit advancement shall not change as a result of demotion.

11.10 Salary Upon Voluntary Demotion

A full or part-time employee, to whom the circumstances described in Article 11.8 above do not apply, who is demoted voluntarily or who is displaced as a result of layoff to a position of a class which is allocated to a lower salary range than the class from which the employee is demoted, or displaced as a result of layoff shall receive the highest salary step in the range for the new class which does not exceed the salary received before demotion or displacement but not exceeding the maximum of the salary range for the new class. The employee's eligibility for merit advancement shall not change as a result of demotion or displacement.

11.11 Salary Upon Reappointment from Voluntary Demotion

Any full-time or part-time employee who is demoted voluntarily and who is reappointed on a full-time or part-time basis in the same class within two (2) years, shall be reappointed at either the same step the employee received at the time of demotion or the salary step nearest the amount of the employee's present salary step, whichever is greater.

11.12 Salary Upon Transfer

A full-time or part-time employee who transfers from one allocated position to another allocated position in the same class or in another for which he or she possesses the minimum qualifications shall be paid at the step in the new range nearest in amount to that received prior to transfer so long as the following condition is met: The job class has a salary range within a maximum of plus or minus two and a half percent (+ or - 2.5%) of the employee's current salary.

11.13 Salary Upon Reallocation of Class

An employee in a position of a class which is reallocated from one salary range to another shall continue to receive the same salary step.

11.14 Salary Upon Reclassification of Position - Same Salary

Whenever a position is reclassified to a class which is allocated to the same salary range, the incumbent shall retain the same salary step received prior to the reclassification if the incumbent is appointed to fill the position.

11.15 Salary Upon Reclassification of Position - Higher Salary

Except as otherwise provided herein, whenever a position is reclassified to a class which is allocated to a higher salary range, the salary of the incumbent shall be as provided in this article upon promotion if the incumbent is appointed to fill the position.

11.16 Salary Upon Reclassification of Position - Lower Salary

Whenever a position is reclassified to a class which is allocated to a lower salary range, the salary of the incumbent shall be as provided by this article upon voluntary demotion, if the incumbent is appointed to fill the position. Whenever the effect of reclassification is to reduce the salary of an incumbent, the Board of Supervisors may, upon recommendation by the Director of Human Resources, direct that the incumbent shall continue to receive the previously authorized salary until termination of employment in the position, or until a percentage increase in pay may be authorized, whichever first occurs. Appropriate records shall show such an incumbent as being paid at a special fixed rate (Y-Rate) of the salary range for the employee's class.

11.17 Merit Advancement Within Salary Ranges

Merit increases within a range shall not be automatic. They shall be based upon merit and shall be made only upon written approval by the employee's department head or appointing authority. Merit increases shall be made within the appropriate salary range for the class by computing the new salary step rate which is most closely equivalent to five percent (5%) higher than the previous base hourly salary.

11.18 Salary Upon Advancement Within a Range

Each employee shall be considered for an initial merit increase when the employee's total hours in pay status within the current class exclusive of overtime equals 1040 hours. Each such employee shall be considered for subsequent merit increases when the employee's total hours in pay status exclusive of overtime at each step to which advancement equals 2080 hours.

11.19 Effective Date of Merit Increase

If the employee's date of eligibility for a merit increase occurs during the first seven (7) calendar days of the pay period, the merit increase shall be effective the first day of the payroll period in which the employee was eligible. If the employee's date of eligibility for a merit increase occurs during the second seven (7) calendar days of the payroll period, the merit increase shall be effective the first day of the following pay period.

11.20 Temporary Promotion

An employee assigned by the appointing authority to perform the majority of duties of a higher classification to fill a vacancy caused by resignation, termination, promotion or an approved leave of absence, must complete the required personnel forms and must meet the minimum qualifications of the higher classification. Such employee who serves continuously in such assignment for more than ninety-six (96) actual work hours, shall be paid retroactive to the first hour worked and thereafter according to the salary of the range for the new class at a step most closely equivalent to five percent (5%) greater than the employee's salary before promotion, but not less than minimum salary of the new class, nor greater than the maximum salary of the new class. The employee shall receive this salary as long as the employee continues to serve in such assignment and shall be

entitled to receive increases for the position in accordance with the merit increase section of this Memorandum as though the employee had been appointed on the day that the employee began to receive the salary designated for the position.

An employee subsequently reassigned within twenty-four (24) months of the beginning

date of the initial assignment to fill a vacancy in the higher position must serve in such capacity for more than three consecutive days of work prior to receiving the salary as described above in this Article. The appointing authority may submit a written request to the Human Resource Department in lieu of a temporary promotional application completed by the employee.

An employee who is subsequently reassigned within twelve (12) months of the ending date of the most recent temporary promotion, shall be considered for a merit increase in the higher class when the employee's total cumulative hours in the higher class are in accordance with Article 11.18.

11.21 Classification Study Requests

In response to a written request from a Department Head, the Union, or an employee for a reclassification study, the Human Resources Department shall acknowledge receipt of said request, and if possible, indicate the general priority, if known, within thirty (30) calendar days of the date said request is received by the Human Resources Department. The Director of Human Resources or his designee will review the status of pending classification study requests with a staff member of Union upon request.

Before the Board of Supervisors establishes the salary range for any new class represented by the Union, the County shall meet and discuss the salary range for the new classification with the Union.

11.22 Retirement - Credit for Prior Public Service

(a) In addition to any other retirement buy back provision, employees who are contributing members of the Sonoma County's Retirement Association can purchase retirement credit for public service time rendered prior to employment with the County of Sonoma pursuant to Government Code Sections 31641.1 and 31641.2, during the term of this MOU.

(b) Under Government Code Section 31641.2, the eligible represented employees shall be required to pay twice the amount of contributions, plus interest, that would have been made by the employees to the retirement funding.

11.23 Compensation Re-Opener

The County and Union agree to a re-opener on or after January 3, 2006, for the purpose of meeting and conferring on the following compensation issues:

1. Salary survey jurisdictions and survey methodology; and
2. Market comparison of Sonoma County Water Agency benchmark classifications with other similar water/sanitation agencies.

Any increase would be effective September 12, 2006.

The survey jurisdictions currently used by the County and the Council are the counties of Alameda, Contra Costa, Marin, Monterey, Napa, Santa Barbara, Santa Cruz, and Solano, and the Central Contra Costa Sanitary District.

ARTICLE 12 - HOURS AND OVERTIME

12.1 Application

This article is intended only as a basis for outlining standards for hours of work, work schedules and a basis for calculating overtime payments. Hours specified under types of employment indicate a commitment by the County to minimum and maximum hours each employee is to be regularly scheduled, as long as there is sufficient work.

12.2 Types of Employment

- (a) FULL-TIME: An allocated position which is regularly scheduled for 80 hours of work in a bi-weekly pay period.
- (b) 3/4 PART-TIME: An allocated position which is regularly scheduled for at least 60, but less than 80 hours of work in a bi-weekly pay period.
- (c) PART-TIME: An allocated position which is regularly scheduled for at least 32, but less than 60 hours of work in a bi-weekly pay period.

12.3 Work Schedules

- (a) The County reserves the right to establish and modify work schedules to include regular and flex-time schedules.
- (b) Employees may request and an appointing authority may utilize a flex-time schedule whenever such a schedule is beneficial to the County.
- (c) Employees assigned to a flex-time schedule will be eligible for overtime compensation as defined in Article 12.4.
- (d) An employee who is authorized to flex his/her regular work schedule for his/her convenience shall not use paid leave time to create eligibility for overtime under the contract.
- (e) The County reserves the right to discontinue a flex-time schedule and reassign the employee to a normal work schedule based on the operational needs of the Department. The employee shall be given seven (7) days notice prior to discontinuance of the employee's flex-time schedule.
- (f) The County's decision to begin or end a flex-time schedule is not subject to Article 34 (Grievance Procedure).

12.4 Overtime Defined

For exempt employees overtime is defined as hours worked in excess of eighty (80) pay status hours (excluding a holiday which falls on the employee's day off) in a bi-weekly pay period. For non-exempt employees, overtime is defined as hours worked in excess of forty (40) pay status hours in a work week or as otherwise required by law.

12.5 Overtime Compensated

The appointing authority in each County Department has the right to specify how an employee will be compensated for overtime and that decision is final and not subject to grievance or appeal. All employees shall be compensated for all overtime worked either:

- 1) In cash at the rate of time and one-half (1½) the base hourly rate or,
- 2) As Compensatory Time Off (CTO) at the rate of time and one-half (1½). Compensatory Time Off shall be paid at the employee's base hourly rate.

12.6 Compensatory Time Off (CTO) Accrual

An employee may accrue eighty (80) hours of compensatory time off. With the approval of the Appointing Authority, an additional forty (40) hours of compensatory time may be

accrued. After one-hundred twenty (120) hours of compensatory time have been accumulated and the employee has current credit for one hundred twenty (120) hours of compensatory time, the department must compensate the employee in cash for any additional overtime worked.

12.7 Payment for Compensatory Time Off (CTO) at Separation

Each employee who is separated from County service shall be entitled to payment for his/her overtime credits remaining at the employee's base hourly rate at the time of his/her separation.

12.8 Assignment of Overtime

An appointing authority may require or authorize an employee to work overtime if such overtime work is essential to the continuing efficient operation of his/her department.

12.9 Authorization of Use of Compensatory Time Off (CTO)

No employee shall take Compensatory Time Off without prior approval of the employee's designated supervisor. The supervisor shall attempt to schedule such time off at a time agreeable to the employee.

ARTICLE 13 - COMPENSATION BENEFITS

13.1 Call-Back

Employees who are called back to work after having completed the normal shift and after having left the work site, shall be entitled to receive a minimum of two (2) hours pay at the applicable rate for all time worked within that two (2) hours call-back period. Such employees who are called back to work shall be compensated for regular time or overtime, as the case may be. Any payment for overtime shall be in accordance with the provisions of this agreement governing overtime. 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.

13.2 Licensed Land Surveyor Appointed by Board of Supervisors as County Surveyor

A Licensed Land Surveyor appointed by the Board of Supervisors as the County Surveyor will receive a ten percent (10%) premium pay above the employee's base hourly rate for all hours in pay status, for performing the duties of official County Surveyor.

ARTICLE 14 - PHONE WORK COMPENSATION

With the department head or designee's approval, an employee who is off duty may be called upon to resolve work related problems by telephone without returning to the work site. Such an employee shall be entitled to receive one (1) hour of overtime compensation for any and all calls which cumulatively total one (1) hour or less within each 12-hour period. When the cumulative time of calls exceeds one (1) hour, an employee shall be entitled to receive overtime compensation for the cumulative time of the calls to the nearest quarter of an hour. Phone work performed during a regularly scheduled telecommuting assignment is not eligible for payment under this Section.

ARTICLE 15 - MILEAGE REIMBURSEMENT

An employee who is permitted by the appointing authority to use his/her own motor vehicle for travel required of him/her in the performance of official duty, shall be reimbursed at the current applicable federal business standard mileage rate as established by the IRS.

ARTICLE 16 - STAFF DEVELOPMENT

16.1 County Participation

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.

16.2 Financial Resource Options

Resources for staff development include Departmental In-Service Training funds, Professional Development, Continuing Education Leave and Departmental travel funds, and employee paid training expenses.

16.3 Determining Training Needs

The County and the Council 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.

16.4 Continuing Education Courses

(a) Employees in allocated positions are eligible for Continuing Education Courses (CEC). 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 subject to approval by the employee's appointing authority.

(b) In the event the State of California mandates continuing education to retain licensure, the parties agree to meet and confer regarding Article 16.5 to include payment, the issue of work time, and implementation of an In-service agreement.

16.5 Continuing Education - Approval by Appointing Authority

When a Continuing Education Course (CEC) 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. Continuing Education leave shall be considered as time worked.

16.6 In-Service Training - Program Description

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 of training courses may be authorized by the department head. Decisions by department heads on request by employees should be based on the following criteria: 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; 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; the method of financing the training requested by the employee.

16.7 In-Service Training - Financial Resource Options

There are three (3) ways the expenses of the program might be paid:

1. By the County: Expenditures for travel, meals, lodging, registration and other items included annually within the department budget.
2. 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.
3. 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 at full salary.

16.8 Employee Attendance Selection

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:

- Prior identified training needs
- Prior attendance at similar courses
- Seniority (continuous service).

16.9 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 five hundred dollars (\$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 voluntarily leaves County employment within one (1) year after completion of the training course. If the employee voluntarily leaves County employment between one (1) and two (2) 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.

ARTICLE 17 - PROFESSIONAL DEVELOPMENT/DUES

17.1 Description

Each three-quarter (3/4) time to full-time employee shall be eligible to claim up to six hundred dollars (\$600) each fiscal year for job related non-taxable professional development in accordance with all applicable I.R.S. regulations. Each three-quarter time to full-time employee may carry-over up to \$400 of unspent funds from one fiscal year to the next fiscal year. In no event may an employee have more than \$1,000 per fiscal year available for professional development. This amount shall be maintained through this Contract term. Each less than three-quarter (3/4) time employee shall be eligible to claim up to one-half (1/2) of that granted to a full-time employee, three hundred dollars (\$300) each fiscal year.

(a) Allowable Expenses:

- 1) Membership dues to professional organizations that are directly related to the profession in which the individual is engaged as a County employee.

- 2) Registration fees for attendance at professional meetings, conferences, and seminars that are directly related to the professions in which the individual is engaged as a County employee.
- 3) Books, journals, and periodicals directly related to the profession in which the individual is engaged as a County employee.
- 4) Travel, lodging and other expenses which are necessary for an individual to attend professional meetings, conferences or seminars.
- 5) Tuition and textbook reimbursement for undergraduate and graduate course work from an accredited college or university which is directly related to the profession in which the individual is engaged as a County employee.
- 6) Computer software approved by the department head as directly relevant to the employee's current responsibilities and duties.
- 7) Professional license and/or certification fees required by the employee's classification or deemed highly desirable by the department head.
- 8) Wellness program(s) costs up to one hundred (\$100) dollars annually for regular physical fitness, weight reduction and smoking cessation program(s) costs, including patches.

All funds provided to an employee under this Article will be subject to the applicable IRS and Franchise Tax Board law and regulations and such funds shall be reported as taxable income.

(b) Exclusions:

Items specifically not authorized for purchase with these funds include, but are not necessarily limited to, the following:

- 1) Equipment or supplies not specifically required for or directly related to participation in a professional conference, seminar or workshop.
- 2) General office supplies.
- 3) Magazine subscriptions, newspapers, periodicals or journals of general circulation such as Time, Newsweek, Press Democrat newspaper, etc.
- 4) Time Planners or calendar-type books.
- 5) Enrollment in any graduate level course work for the purpose of fulfillment of a graduate degree which is **not** directly job-related.
- 6) Physical fitness or athletic equipment; lockers and locks; food or food supplements; recreation/sports lessons; residential dietary/weight-loss programs; personal trainers; entry, initiation or league fees.
- 7) Any other use of funds which applicable I.R.S. regulations would define as a taxable benefit.

17.2 Notary Services

When Notary services are required to be performed as an assigned duty of the job classification of the position and approved by the employee's appointing authority, the County shall pay out-of-pocket costs associated with the Notary license, including bond, stamp and book. Time spent to test for license or renewal is paid work time, as it is related to required duties.

ARTICLE 18 - TAX DEFERRAL AND SALARY ENHANCEMENT PROGRAMS

18.1 Deferred Compensation

18.1.1 Deferred Compensation - Voluntary Program

- (a) Deferred Compensation Plan: The County agrees to maintain the current Deferred Compensation plan for bargaining unit members. Nothing herein renders County liable to Council or any employee for a discontinuance of Internal Revenue Service or Franchise Tax Board approval of any County deferred compensation plan or portion thereof.
- (b) Administrative Fee: Upon written request of the County, the parties agree to meet and confer regarding an administrative fee for deferred compensation services. A representative of the Council shall continue to be offered an opportunity to participate in County sponsored group meetings on an administrative fee for the deferred compensation plan.

18.1.2 Deferred Compensation - County Paid Program

- (a) The County will continue the County-paid 457 Deferred Compensation Plan for bargaining unit members eligible under federal law and plan rules through fiscal year 2003-2004. For each bargaining unit employee the County shall deposit the following percentage of the employee's biweekly base salary into the employee's deferred compensation account.

<u>Month / Year</u>	<u>Annual Change</u>	<u>Total</u>
9/02	0.0%	0.5%
9/03	0.0%	0.5%
6/04	-.5%	0.0%

To receive such deferred compensation, such employees must be in pay status at least fifty percent (50%) of the employee's allocated full-time equivalent (FTE) position. County-paid Deferred Compensation under this subsection (18.1.2) shall be included in the calculation of retirement contributions.

- (b) Beginning Fiscal Year 2004-2005, Deferred Compensation of one-half percent (1/2%) for all eligible employees will be re-directed towards the County cost of implementing the 3% at 60 Retirement benefit.

18.1.3 Deferred Compensation - Employee Appeal

Employees may appeal to the Deferred Compensation Advisory Committee should they have a complaint regarding the administration of the program.

18.1.4 Deferred Compensation - Non-Grievability

The only deferred compensation issue that is grievable or arbitrable is whether the County has made its contribution.

18.1.5 Deferred Compensation - Program Modification

Nothing herein renders the County liable to the Council or any employee for a discontinuance of Internal Revenue Service or Franchise Tax Board approval of any County Deferred Compensation plan or portion thereof, or the employee becoming ineligible by law or the rules of the plan, to participate in the Deferred Compensation program(s).

18.2 Tax-Deferred Contribution - 414 (h)(2)

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.

18.2.1 Health Care Premium Conversion Plan

All employees who have health, dental, vision, or supplemental life insurance premium contributions deducted from their salary, shall have their taxable wages adjusted according to Section 125 of the Internal Revenue Code, which has the effect of diverting health care premium contributions from taxable wages.

18.2.2 Health Care Reimbursement Account

Under IRS Code Section 105, a Health Care Reimbursement Account is available to eligible employees to use pre-tax salary set aside for reimbursement of employee's expenses not reimbursed or covered under health, dental and vision insurance plans. Such expenses include deductible co-pays, and qualified medical expenses not reimbursed by the employee's health insurance plan.

18.2.3 Child and Dependent Care Assistance Plan

The County will continue the Child and Dependent Care Assistance Plan under IRS Code Section 129.

18.2.4 Non-Grievability

All of these tax deferral salary enhancement plans will be set up and/or administered by the County in accordance with applicable Federal and State laws, and as such, will not be subject to Article 34, Grievance Procedure, of the Memorandum.

ARTICLE 19 - HEALTH AND WELFARE

19.1 County Health Plan

(a) A copy of the document describing the County Health Plan provisions shall be made available for employees upon request.

The Council agrees to work with the County and other employee organizations on measures to maintain the viability of the County Health Plan (CHP) and to control employee and employer costs. Effective September 30, 2003, the Council agrees to the following new co-insurance levels: 90% (Sutter/PPO), 70% (out-of-network), 90% (out-of-area). At the same time the Council agrees to five-dollar (\$5) generic and ten dollar (\$10) prescription drug co-pays.

Effective the first pay date in July 2004, the Council agrees to the following County Health Plan changes: \$200 (single), \$400 (family) deductibles; \$3,000/\$6,000 out-of-pocket maximums; and elimination of the 100% (first dollar) benefits.

(b) Utilization Review: The County Health Plan will include a mandatory Utilization Review program. The County Health Plan will pay for any second surgical opinion or any other diagnostic procedure or service required by the Plan's Utilization Review program. In addition, an employee or enrolled dependent under the Plan will not suffer a reduction in Plan benefits from Utilization Review procedures as long as the employee or enrolled dependent, or the health care provider for the employee or enrolled dependent, provide proper notice to Utilization Review in accordance with the latter's requirements.

19.2 Health Plan Documents or Contracts - Controlled by County

While mention may be made in this Memorandum of various benefits and provisions of

benefit programs, specific details of benefits provided under the County Health Plan, the Kaiser V Health Plan, Pacific Care Plan, the Dental, Vision, Life, Workers' Compensation and Long-Term Disability programs shall be governed solely by the various plan documents or insurance contracts and/or policies maintained by the County.

19.3 Health Maintenance Organizations (HMO)

During the term of this Memorandum or for so long as they remain available to the County through medical provider contract, the Pacific Care Plan, or the Kaiser V Health Plan will be made available to employees through payroll deduction.

19.4 Limited Re-Opener - Substitution of Health Care Plan(s)/Provider(s)

In the event the County wishes to replace one or more existing plans or one or more plans become unavailable to employees, the parties agree to meet and confer with respect to impact including services and costs. A representative of Council shall continue to be given an opportunity to participate on the County's Labor Management Benefits Committee and on the Health Plans Study Group. In the event possible changes to the County Health Plan are proposed, the Council and the County agree to reopen Article 19. In the event one of the above HMO Plans is no longer available during the term of this Memorandum, or the County proposes a change in plan(s), Council and County agree to reopen Article 19.

19.5 Employee Contribution Toward Health Insurance

Effective on the pay dates shown, the bi-weekly full-time employee contribution for the purchase of the Pacific Care Plan, the County Health Plan or the Kaiser V Health Plan will be:

BIWEEKLY EMPLOYEE CONTRIBUTION			
<u>ENROLLMENT</u>	<u>E F F E C T I V E D A T E S</u>		
	<u>Sept 2003</u>	<u>July 2004</u>	<u>July 2006</u>
<u>Pacific Care Plan</u>			
Employee	14%	15%	16%
Employee + 1 dependent	14%	15%	16%
Employee + 2 or more dependents	14%	15%	16%
<u>County Health Plan</u>			
Employee	14%	15%	16%
Employee + 1 dependent	14%	15%	16%
Employee + 2 or more dependents	14%	15%	16%
<u>Kaiser V Plan</u>			
Employee	14%	15%	16%
Employee + 1 dependent	14%	15%	16%
Employee + 2 or more dependents	14%	15%	16%

In addition to the amount specified above, the bi-weekly part-time employee contribution shall be as specified in Article 19.14.

19.6 Dental Benefits

The County will maintain the level of dental and orthodontic benefits (Delta Dental Plan

#3126-0123) as were in effect at the end of the 2000-2003 Memorandum of Understanding between the Council and County through the term of this Memorandum. Employees' contributions toward the biweekly dental premium are listed below with effective dates.

Employee Contribution:

<u>July 2002</u>	<u>Sept 2004</u>	<u>July 2005</u>	<u>July 2006</u>	<u>July 2007</u>
\$9.00	\$20.00	\$21.00	\$22.00*	\$23.00

* The increases in employee contributions on September 1, 2004, eleven dollars (\$11) and July 8, 2006, one dollar (\$1) are applied towards the normal cost of 3% at 60 retirement contribution. Part-time employees will pay in accordance with Section 19.14.

19.7 Vision Care Benefits

During the term of this Memorandum, the County will maintain the same level of vision care benefits as were in effect on August 1, 2000 until July 2004. Effective July 2004, the level of benefits will change from the 12-12-24 plan (frames once every two (2) years) to the 12-12-36 vision plan (frames once every three (3) years), all other benefits remaining the same.

The County will pay the entire cost of the premium for vision care benefits during the term of this Memorandum.

Part-time employees shall participate and will pay in accordance with Section 19.14.

Cost savings from the reduced benefit vision plan are a contribution towards the normal cost of the 3% at 60 Retirement benefit.

19.8 Participation

The County will pay the balance of the required premiums of the particular health plan that the full-time employee selects.

Election to participate in the Pacific Care Plan, the County Health Plan, or the Kaiser V HMO program will take place during the first full pay period following employment or it shall be made during an open enrollment period in each year of the agreement. Open enrollment periods will take place prior to June 30th of each year. Subsequent to the open-enrollment periods, an employee who did not elect to be covered under the County Health Plan may be enrolled at the commencement of any full pay period, after first providing evidence of insurability to the County.

19.9 Future Employee/Future Retiree Health Care

19.9.1 Health Plan - Retiree/Dependent Premiums

Currently, the County contributes to the cost of a health plan for its retirees and their dependents.

For any employee who is "newly hired" or "rehired" after January 01, 1990, by the County or any other agency covered by this Memorandum, this benefit shall only be available upon the employee's retirement under the following circumstances:

1. With respect to the retiree, he or she must have been employed with the County for a period of **at least ten (10) years** (consecutively or non-consecutively), which may include employment with the County prior to July 01, 1990, and
2. Must have been a contributing member (or a contribution was made on their behalf) of the County's Retirement System for the same length of time.

Upon meeting these two conditions, the County shall contribute for the retiree only the same amount towards a health plan premium as it contributes to an active single employee

in the same manner and on the same basis as is done at the time for other retirees who were hired or rehired before January 01, 1990. The retiree may enroll eligible dependents in the group health plan covering the retiree, but the retiree is responsible for the total dependent(s) premium(s).

When such an employee has been:

1. Employed (consecutively or non-consecutively) by the County for a period of **at least twenty (20) years**, which may include employment with the County prior to July 01, 1990, and
2. A contributing member (or a contribution was made on his/her behalf) of the County's Retirement System for the same length of time, the County shall also contribute for one (1) dependent the same amount towards a health plan premium as it contributes to an active employee with one (1) dependent in the same manner and on the same basis as is done at the time for other retirees who were hired or rehired before January 01, 1990. The retiree with twenty (20) or more years of County service may enroll eligible dependents in the group plan covering the retiree, but the retiree is responsible for the total premium cost of more than one (1) dependent. In no event shall employees hired or rehired after January 01, 1990, be entitled to receive greater contributions from the County for a health plan upon retirement than the County pays for employees "hired" or "rehired" before January 01, 1990, upon their retirement.

19.9.2 Health Plan for Retiree - Laid Off and Restored

Employees who were employed by the County prior to January 01, 1990, but who were laid off thereafter shall not be subject to the restrictions of Article 19.9.1, provided that they are subsequently restored to County employment and rejoin the County Retirement System.

19.10 Long-Term Disability Program

The County agrees to maintain Long-Term Disability (LTD) coverage for all eligible full-time and part-time employees (0.4 FTE minimum). Employees are not required to exhaust sick leave before LTD benefits become payable to an eligible employee. An employee who chooses to use any paid leave after the sixtieth (60th) day of disability will not be eligible to receive LTD benefits until the paid leave ends. LTD benefits will offset against any other income as described in the plan document/certificate of insurance. The qualifying period for the benefit will be sixty (60) calendar days and the maximum benefit amount will be seven thousand (\$7,000) per month for all disabilities incurred on or after August 1, 1999. The benefit for part-time employees will be 66-2/3% of the average base salary over the last twenty-six (26) pay periods or the employee's most recent continuous County service, whichever is less. The cost of the LTD coverage will be entirely paid by the County during the term of this Memorandum.

19.11 County Contributions for Benefits During Unpaid Absence or Leave Without Pay

If an employee is on an unpaid absence or goes on leave without pay, either of which reduces the employee's time in pay status to less than fifty percent (50%) of the employee's 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 fifty percent (50%) of the employee's regular schedule in a pay period, the County

will continue to pay its normal benefit contributions.

19.12 Medical or Pregnancy Disability Leave

Should an employee exhaust sick leave and go on medical or pregnancy disability leave without pay, the County will make its normal contribution to the employee's health, dental, vision care, life insurance and LTD benefits for a period not to exceed thirteen (13) pay periods per illness. Beginning with the fourteenth (14th) pay period, the employee will be entitled to continue normal coverage by paying the insurance premiums. The County will provide reasonable advance notice prior to the exhaustion of the thirteenth (13th) pay period of the employee's obligations regarding the opportunity to continue employee-paid benefits.

An employee who returns to work from medical or pregnancy disability leave without pay prior to the exhaustion of the thirteen (13) pay periods of entitlement under this Article and who is in pay status at least fifty percent (50%) of the normal work schedule, shall not have such pay periods deducted from the thirteen (13) pay periods specified in this Article 19.12, should the employee return to medical or pregnancy disability leave without pay for the same condition.

19.13 Employee Notification Obligation

An employee who is entitled to continued benefit coverage as specified in 19.11 and 19.12 above, must notify the Auditor-Controller 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 form signed by the employee and his/her appointing authority shall be forwarded to the Auditor-Controller's Office when leave is authorized. To assure continued insurance coverage, premiums shall be paid by the employee to the Auditor-Controller's Office no later than the last day of the pay period. This premium provides coverage for the two-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 ten-dollar (\$10.00) 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 Auditor-Controller by the end of the second pay period, the employee's continued health, dental, vision, life insurance and LTD coverage shall be terminated. Under no circumstances will the County be obligated to pay premiums for dependent coverage under Articles 19.11 and 19.12 above.

19.14 Part-Time Employees

Part-time employees shall be eligible to participate in the health benefit programs and/or the dental program on a pro-rata basis. Pro-ration shall be based on whichever of the following is greater: The employee's FTE (full-time equivalent), or the number of status hours in the period, excluding overtime. Election to participate in either program shall be made during the first full pay period of employment. In addition, part-time employees may utilize the procedures specified in Article 19.8 above. Any part-time employees and their dependents who, on June 29, 1987, are being provided with the same insurance benefits as full-time employees, will continue to receive full-time benefits throughout the term of this Memorandum. Part-time employees shall be entitled to participate in Long-Term Disability as specified in Article 19.10.

19.15 Temporary Disability Indemnity

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

All sick leave shall be taken until the remaining sick leave balance is forty (40) hours or less.

Once the sick leave balance is forty (40) hours or less, the employee may elect to supplement by taking any combination of the remaining sick leave, vacation, and or compensatory time off up to his/her base salary.

Employees whose sick leave is forty (40) hours or less may also elect not to supplement at all.

An employee shall accrue vacation leave and sick leave only during such portion of absence from work due to industrial injury for which the employee uses previously earned vacation leave, sick leave, or compensatory time off.

19.16 COBRA - Consolidated Omnibus Budget Reconciliation Act

The County will continue to provide insurance benefits at group rates plus two (2%) percent as required by the Consolidated Omnibus Budget Reconciliation Act (COBRA) of 1986, including any applicable subsequent amendments or revisions. 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.

19.17 Miscellaneous Health Insurance

Health benefits provided herein shall be administered as described except as otherwise required by law.

19.18 Claim Disputes

19.18.1 County Health Plan

Employees shall utilize the appeal procedures in the County Health Plan for any disputes concerning a claim payment. If the dispute remains unresolved to the satisfaction of the employee after exhausting that appeal procedure, the Union may file a grievance on behalf of the employee to the Grievance Appeals Committee in Appendix A of this Memorandum 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.

19.18.2 Dental and Vision Plans

Employees shall utilize the appeal procedures in the Delta Dental Plan of California contract and the California Vision Service Plan contract for any dispute concerning a dental or vision claim payment. A decision rendered by the final authority specified in each contract shall be final and binding and no grievance may be filed over such a dispute through this Memorandum.

19.18.3 Long-Term Disability - Claim Disputes

(a) County's Self-Insured Long-Term Disability Program

Any dispute by an employee over a claim filed prior to August 01, 1999, under the County's Long-Term Disability (LTD) Plan shall be first appealed through the Risk

Management Division of the General Services 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.

(b) Insured Long-Term Disability - Claim Disputes

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.

19.18.4 HMOs - Claim Disputes

Any dispute by an employee over a claim processed through the Kaiser HMO, or any

other health plan available to employees through this MOU, shall be a matter to be resolved solely between the employee and the respective HMO or health plan and may not be processed through the Grievance Procedure of this Memorandum. The County will bear no responsibility for resolving such a dispute.

19.18.5 Workers' Compensation

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.

19.19 Domestic Partner Health, Vision, and Dental Coverage

The County agrees to offer medical, dental, and vision coverage for domestic partners who have provided the County with a signed Domestic Partner Affidavit. Implementation of coverage for domestic partners will occur as soon as feasible but no later than the first pay date following three (3) full pay periods after adoption of this Memorandum by the County's Board of Supervisors/Directors.

19.20 Health Plan - Retiree, Surviving Spouse or Domestic Partner

Upon the death of an enrolled retiree who retired on or after September 18, 2000, the County will continue to pay the health plan premium contribution for the surviving spouse or domestic partner who was and is receiving the County retiree health contribution under Article 19.9 as well as a retirement continuance allowance.

19.21 CalPERS - Long-Term Care Insurance

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 may directly invoice employees for missed payroll deductions or premiums due prior to start-up of payroll deduction.

ARTICLE 20 - LIFE INSURANCE

The County shall continue, at no expense to the employee, a term life insurance plan for full-time and part-time employees who are regularly scheduled to work sixty (60) hours or more per pay period. The amount of the plan shall be twenty-five thousand dollars (\$25,000). Each eligible and

enrolled employee may purchase through payroll deduction dependent coverage of five thousand dollars (\$5,000) for each eligible dependent. Details of coverage shall be as specified in the insurance contract. An open-enrollment period will be held as specified in Article 19.8 to allow eligible employees to purchase additional life insurance coverage for themselves at their own expense.

The employee may purchase supplemental coverage in increments of twenty -five thousand dollars (\$25,000) up to one hundred thousand dollars (\$100,000). If less than forty percent (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.

ARTICLE 21 - HOLIDAYS

21.1 Scheduled Holidays

Paid holidays shall be authorized for regular full time and part-time employees. To be entitled to pay for such paid holidays, an employee must be in pay status on the regularly scheduled workday before and after the holiday. All holidays, including floating holidays, shall be reduced proportionately by any unpaid time in the pay period in which it is earned. Scheduled holidays are as follows:

- (1) New Year's Day, January 1
- (2) Martin Luther King, Jr.'s Birthday (3rd Monday in January)
- (3) Lincoln's Birthday, February 12
- (4) The 3rd Monday in February
- (5) The last Monday in May
- (6) Independence Day, July 4th
- (7) Labor Day, the first Monday in September
- (8) Veteran's Day, November 11
- (9) Thanksgiving Day, as designated by the President
- (10) The day following Thanksgiving Day
- (11) Christmas Day, December 25
- (12) Each day declared by the Governor of the State of California and formally recognized by the Board of Supervisors of the County of Sonoma as a day of mourning, Thanksgiving or special observance.

21.2 Floating Holiday

- (a) In lieu of an additional holiday, each employee who is in pay status on the last working day of September 2003 and the first working day of October 2003, shall be credited with an additional six (6) hours of Compensatory Time. Employees who are in pay status the last working day of June and the first working day of July each year thereafter shall be granted fourteen (14) hours of Compensatory Time which may be taken as time off on a day mutually agreeable to the employee and his/her appointing authority, or may be accumulated as provided by this Memorandum. Each part-time employee shall be entitled to a prorated number of hours as defined by Article 21.6.

(b) In lieu of Christmas or New Year's holiday, each full-time employee who is in pay status on the last scheduled working day of June 2004, June 2005, June 2006, June 2007, June 2008 and June 2009, and the first scheduled working day of July 2004, July 2005, July 2006, July 2007, July 2008 and July 2009, shall be granted three (3) hours of compensatory time each fiscal year which may be taken as time off on a day mutually agreeable to the employee and the appointing authority, or may be accumulated as provided by this Memorandum. 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 as defined by Section 21.6. Neither Section 21.4 nor 21.5 apply to this section.

21.3 Day Observed

If a scheduled holiday falls on a Saturday, the preceding Friday shall be the observed holiday. If a scheduled holiday falls on a Sunday, the following Monday shall be the observed holiday. All other scheduled holidays shall be observed on the date specified in Article 21.1.

21.4 Compensations for Holidays - Day Not Worked

A full-time employee whose assigned work schedule includes neither the scheduled holiday nor the observed holiday, shall elect to receive eight (8) hours of paid holiday or eight (8) hours of compensatory time in accordance with Article 12.6. All other full-time employees whose regular assigned work schedule includes either the scheduled holiday or the observed holiday shall receive eight (8) hours at their base hourly rate of pay.

21.5 Compensation for Holidays - Day Worked

An employee who actually works on either the "scheduled" holiday or the "observed" holiday shall be entitled to overtime compensation for the hours actually worked. An employee who works on both the scheduled holiday and the observed holiday shall elect which day shall be at overtime. However, only one day shall be at overtime.

21.6 Part-Time Employees

Any part-time employee shall, for each holiday in the pay period, receive holiday pay equivalent to one-tenth (0.1) of an hour for each hour regularly scheduled to be worked based on the employee's ongoing work schedule. If the employee's total hours in pay status (excluding the holiday benefit) exceeds the hours regularly scheduled to be worked, the employee shall receive holiday pay equivalent to one-tenth (0.1) of an hour for each hour in pay status (excluding the holiday benefit). This holiday pay shall not exceed eight (8) hours for each holiday nor, for a part-time employee, be less than three and two-tenths (3.2) hours for each holiday in the pay period.

21.7 Holiday - Cesar Chavez

During the first year of this agreement, the Council will engage in coalition bargaining with other employee organizations to explore the feasibility of establishing a County-wide Cesar Chavez holiday. If the parties agree to establish the Cesar Chavez holiday, the six (6) additional floating holiday hours as provided in Section 21.2 and effective October

2003, shall be rescinded in exchange for the Cesar Chavez holiday and will be traded back and therefore deleted.

ARTICLE 22 - VACATIONS

22.1 Maximum Accumulation

Each employee shall accrue and may use vacation leave with full pay providing that the maximum accumulation shall be no more than as specified in Section 22.3.

22.2 Part-Time Employees

Part-time employees shall accrue vacation leave on a pro-rata basis. Usage and accrual shall be governed by the same rules and regulations applicable to full-time employees.

22.3 Accrual

Each employee 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 up to a maximum of eighty (80) per pay period.

Rates shown below will be adjusted to reflect any unpaid time in each pay period.

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

22.4 Reappointment

Each employee with 10435.6 in-service hours (five or more years) who resigned in good standing and is reappointed within two (2) years shall be credited with all prior continuous service less 4174.2 in-service hours (two years) for purposes of new vacation accrual. Each employee with 10435.6 in-service hours (five or more years) who is laid off and who is reappointed within two (2) years, shall be credited for vacation accrual purposes with the same number of in-service hours as the employee had accrued at the time of layoff.

22.5 Vacation Schedules

Vacation schedules shall be arranged by department heads with particular regard to the needs of the service, and whenever possible, with regard to the wishes of the employee. Every effort shall be made to arrange vacation schedules so that each employee will take as much vacation in each year as accrues to the employee in that year. Each employee's

vacation time may be so divided as the needs of the service require or permit. No employee may take vacation without advance approval of the department head or appointing authority. No employee may take vacation leave in advance of that actually accumulated at the time such leave is taken.

22.6 Payment for Unused Vacation

Each employee who is separated from the County service shall be entitled to payment in lieu of all unused vacation leave which the employee may have accumulated as of the employee's last day of work and shall be computed on the basis of such employee's base hourly rate at the time of termination.

22.7 Vacation Buy-Back

Each employee may request and receive payment at the base hourly rate for up to eighty (80) hours per calendar year of accrued vacation hours, provided that there is a minimum remaining balance of eighty (80) hours following payment. All buy-backs will be subject to an eighty (80) hour maximum in a twelve-month period.

22.8 Vacation Purchase Plan

Each eligible full and part-time employee may elect to purchase up to forty (40) hours of vacation leave each calendar year during his/her first five (5) years of permanent, probationary, or unclassified employment in a regularly allocated position. Vacation purchased shall not exceed two hundred (200) hours. Eligibility will start from the employee's first in-service hour with the County of Sonoma. Eligibility will end upon completion of 10,435.6 in-service hours. Each eligible employee must submit a signed vacation purchase plan agreement to his/her Payroll Clerk. Upon receipt the employee's future bi-weekly salary will be reduced by a minimum of two (2) hour increments until the purchase plan agreement has been fulfilled. Purchased vacation will be posted to the employees leave balance upon purchase and will be available to the employee the pay period following purchase. All purchases of vacation must be completed prior to the end of the calendar year in which the employee reaches the in-service hours of 10,435.6. The additional vacation purchased is subject to the following guidelines:

1. Purchased vacation must be taken before accrued vacation in article 22.3
2. Purchased vacation is subject to the maximum accumulation limits and usage in article 22.3.
3. Purchased vacation is subject to the same provisions in article 22.5
4. Purchased vacation leave is not eligible for buy-back, article 22.7, and purchased vacation balances will not be included in 80 hour remaining vacation balance requirement in article 22.7
5. Purchased vacation hours when taken as time off will not be included in pay status hours for purposes of shift pay and premium pay.
6. Vacation Purchased will be paid off at the employee's base hourly rate at the time of termination.

Part-time employees will be eligible to purchase vacation time on a pro-rata basis.

ARTICLE 23 - SICK LEAVE & FAMILY LEAVE

23.1 Accrual

Each full-time employee shall accrue and accumulate sick leave at the rate of 3.680 in-service hours for each completed eighty-hour pay period of service. In-service hours include all hours in pay status excluding overtime. This accrual rate shall be adjusted to

reflect any unpaid time in each pay period. Part-time employees shall be eligible to receive sick leave on a pro-rata basis. Usage and accrual of said benefits shall be governed by the same rules and regulations applicable to full-time employees.

23.2 Sick Leave Use

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, domestic partner, or parent of an employee, is incapacitated by illness or injury and it is necessary for the employee to care for such child, spouse, domestic partner, or parent. Sick leave under this paragraph (d) shall not exceed forty-eight (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.
- (e) In the event of a natural catastrophe, e.g., flood, earthquake, in which case up to twenty-four (24) hours of sick leave may be used.

23.3 Documentation

A signed affirmation for sick leave may be required for each use of such sick leave. Reasonable medical evidence of incapacity may be required for sick leave use of forty (40) hours or less duration, and shall be required for sick leave use of more than forty (40) hours duration.

23.4 Sick Leave Conversion - Annual

Employees with sick leave balances may convert to cash at the employee's base hourly rate or compensatory time, as indicated on the chart below:

Hours of Sick Leave Used	Maximum Hours of Conversion
0 to 8.0	24.0
8.01 to 12.0	22.0
12.01 to 16.0	18.0
16.01 to 24.0	16.0
24.01 to 30.0	14.0
30.01 to 36.0	12.0
36.01 to 40.0	8.0
40.01 or more	None

A balance of eighty (80) hours Sick leave must remain in accrual after conversion. Measurement of use is based on the twenty-six (26) pay periods paid in the prior calendar year. Conversion shall be exercised during the second pay period in January of each calendar year, commencing in January 2001, and shall be based on the sick leave balance at the end of the first full pay period of the preceding December. Employee must be in paid status or on an approved leave during the second pay period in January to exercise this option.

23.5 Sick Leave Payoff

Each employee who separates from County service voluntarily or by death, layoff, or retirement for reason other than disability, shall be entitled to payment of the monetary

equivalent of twenty-five percent (25%) of all unused sick leave remaining to such employee's credit as of the time of separation, computed on the basis of such employee's base hourly pay.

23.6 Sick Leave Payoff/Conversion at Retirement

- (a) Conversion at Retirement: Each employee who separates from County Service on retirement only shall have the option of converting one hundred percent (100%) of all unused sick leave remaining to each employee's credit at the time of retirement to retirement service credit as provided by Government Code Section 31641.03 and Ordinance No. 5017. This provision will not be used in conjunction with Article 23.5, Sick Leave Payoff, of this MOU.
- (b) Payoff at Disability Retirement: Each employee separated from County service by retirement for disability shall be entitled to payment at such employee's standard hourly rate for all unused sick leave remaining to such employee's credit as of the time of separation.

23.7 Family Leave

Each eligible employee shall be entitled to family and medical leave in accordance with the provisions of the California Family Rights Act of 1992 (CFRA) and/or the Family and Medical Leave Act of 1993 (FMLA), as amended. If provision of one law is more generous than a provision of the other law, the more generous provision will apply. The leaves under FMLA and CFRA run concurrently as provided by law. A full-time or part-time employee with more than twelve (12) months of County service and at least one thousand two hundred and fifty (1,250) hours actually worked during the previous 12-month period may request up to 12 weeks of Family and Medical Leave within a 12-month period. Reason for the Family and Medical Leave may be the birth or adoption of a child or the placement of a foster child (within one (1) year of the event) or the serious health condition of a child, spouse, parent, or the employee's own serious health condition. Child is defined as a biological, adopted or foster child, step child, legal ward or child of a person standing in loco parentis who is under 18 years of age or an adult dependent child. Spouse is defined as a partner in marriage as defined in Civil Code Section 4100. Parent is defined as a biological, foster or adoptive parent, step-parent, or legal guardian (does not include parent-in-law). If both parents are County employees, the aggregate Family Leave may be limited to twelve (12) work weeks during any 12-month period. This limitation does not apply to leave taken by one spouse to care for the other, to care for a seriously ill child or for the employee's own serious health condition. Under those circumstances, each of the employees would be entitled to twelve (12) weeks of Family and Medical Leave.

The appointing authority may grant such Leave Without Pay which qualifies as FMLA/CFRA Leave in addition to the paid sick leave provided for in Article 23 upon submission of reasonable documentation. If the employee requests a paid or unpaid leave of absence for any reason which qualifies under CFRA/FMLA, the County shall designate that the requested leave of absence run concurrently with the employee's CFRA/FMLA entitlements.

Prior to going on Leave Without Pay, which qualifies under CFRA/FMLA, an employee may be required to use certain accrued paid leave time. Please refer to Section 23.8 for the specific requirements.

The County shall continue its contribution towards the health plan premium for up to twelve

(12) work weeks of the leave. Nothing in this Section shall preclude the use of medical or pregnancy disability leave in Section 19.12 when the employee is medically incapacitated or disabled. If an employee does not qualify for continued benefits under this Section 19.10 or Section 19.12 (Medical or Pregnancy Disability Leave) and the employee wishes to continue benefit coverage, then Section 19.11 (County Contributions for Benefits During Unpaid Absence of Leave Without Pay) applies.

If the event necessitating Family and Medical Leave becomes known to the employee more than thirty (30) calendar days prior to the employee's need for the leave, the employee shall provide thirty (30) days written advance notice to the appointing authority. If the event becomes known to the employee less than thirty (30) days prior to the employee's need for a leave, the employee shall provide as much written advance notice as possible, and, at a minimum, a written notice of no less than five (5) working days from learning of the event. If the event necessitating the leave is an emergency or is otherwise unforeseeable, the employee shall provide as much written advance notice as possible. If the leave is for a planned medical treatment, the employee must make a reasonable effort to schedule the treatment to avoid disruption of departmental operations. This provision shall be interpreted as the legal minimum Family and Medical Leave available to eligible employees. The appointing authority may grant additional leave without pay under this Section provided it is consistent with the applicable provisions of the Sonoma County Civil Service Rules, County leave policies, Section 23.8, and other provisions of this memorandum.

23.8 Leaves of Absence Without Pay - Applies to All Leaves Without Pay

Employees will be required to use paid leaves before a leave of absence without pay as shown on the following table:

Event	Paid leave is required to be used <u>before</u> Leave Without Pay (LWOP) is approved			
	Sick	Vac	CTO	Comment
Employee's own illness or injury	Yes, may keep 40 hrs.	No	No	
Employee's pregnancy disability	Yes, may keep 40 hrs.	No	No	
Illness or injury of a relative (as qualified in Section 23.2)	Yes, may keep 40 hrs. Refer to Section 23.2 (d)	Yes	Yes	May keep 40 hrs. Any combination of Vacation & CTO
Illness or injury of a relative as defined in FMLA/CFRA* (Not Art. 23.2 qualified)	No	Yes	Yes	May keep 40 hrs. Any combination of Vacation & CTO
Non-Sick FMLA/CFRA	No	Yes	Yes	May keep 40 hrs. Any combination of Vacation & CTO
Education Leave	No	Yes	Yes	Must use all Vac. & CTO
Undisclosed reason or extended vacation	No	Yes	Yes	Must use all Vac. & CTO

* Family & Medical Leave Act (FMLA); California Family Rights Act (CFRA)

ARTICLE 24 - COMPASSIONATE LEAVE

A full-time or part-time employee may be granted up to thirty-two (32) hours of leave with pay, in the event of death of spouse, domestic partner, son, son-in-law, daughter, daughter-in-law, brother, sister, grandparent, grandchild or person with whom the employee has a relationship of in loco

parentis, and the mother or father of the employee or of the spouse of the employee. Up to an additional eight (8) hours of Sick Leave may be used to supplement Compassionate Leave.

ARTICLE 25 - COURT LEAVE

A full-time or part-time employee is entitled to a leave of absence with pay at the employee's base hourly rate to respond to an enforceable subpoena to appear in a court or administrative agency hearing in California other than as a litigant and for reasons other than those caused by the employee's connivance or misconduct. An employee may retain such payment as may be allowed the employee for lodging, meals and travel, but as a condition for entitlement to this Court Leave, the employee shall make payable to the County of Sonoma any and all fees which the employee may receive as payment for the service as a witness. An employee on Court Leave will receive the employee's base hourly rate of pay for those hours spent traveling to and from the court or administrative agency hearing and the hours spent attending to the employee's obligation as a witness so long as those hours correspond to the employee's assigned work schedule. Time spent as a witness or travel time which is outside the employee's assigned work schedule shall not be paid. If an employee's obligation as a witness expires on any work day with time remaining on the employee's work schedule, the employee will be obligated to return to work.

ARTICLE 26 - JURY DUTY

It is the policy of the County of Sonoma that County employees be encouraged to perform service as jurors when summoned for jury duty by a court of competent jurisdiction. Any employee summoned for jury duty shall be entitled to a leave of absence with full pay for such period of time as may be required to attend the court in response to such summons. An employee may retain such payment as may be allowed for travel but shall make payable to the County of Sonoma any and all fees which the employee may receive in payment for service as a juror.

ARTICLE 27 - NO BREAK IN SERVICE

No absence under any paid leave provision of this Memorandum shall be considered as a break in service for any employee who is in pay status during each absence. All benefits which under the provisions of the Memorandum, accrue to employees who are in pay status shall continue to accrue during such absence. A break in service is defined as occurring upon resignation or termination.

ARTICLE 28 - VOTING

When an employee's actual work schedule prevents the employee from voting in any State, County or general election, then the employee may be granted paid time off duty to vote. However, an employee will be obligated to cast an absentee ballot when the employee knows in advance that work requirements will prevent the employee from voting otherwise.

ARTICLE 29 - LEAVE PENDING DISCIPLINARY ACTION

(Suspension, Involuntary Demotion, Termination)

An appointing authority who has served notice of proposed disciplinary action on a full-time employee who has permanent status in the classified Civil Service may place such employee on leave of absence with pay for a period not exceeding the time intervening service of notice and expiration of the three-day response period provided by the Rules of the Civil Service Commission.

ARTICLE 30 - LEAVE FOR CANDIDATES FOR PUBLIC OFFICE - WATER AGENCY

Any appointive officer or employee, who becomes a bona fide candidate for elective public office, may upon recommendation of the employee's appointing authority, take and be granted leave of absence without pay during all or any portion of the period of the employee's candidacy by delivering to the employee's department head at least ten (10) days written notice of intention so to do, specifying the dates upon which such leave shall begin and end. Such officer or employee may, by further ten days written notice delivered to the employee's department head, change the date upon which such leave shall end. Such leave shall not extend beyond the period of time during which such officer or employee is a bona fide candidate for elective public office.

ARTICLE 31 - LEAVE WITHOUT PAY - WATER AGENCY

31.1 General Provisions

- (1) The General Manager may grant leaves without pay, at the request of the employee concerned, to employees of the Agency because of illness, disability, or pregnancy disability, or as provided by the Family Medical Leave Act; or for educational purposes; or for other reasons subject to the approval of the General Manager.
- (2) An employee may appeal the denial by the General Manager of the employee's request for leave without pay. Such appeal shall be made in writing and submitted through the Grievance Procedure specified in Appendix A in accordance with the procedural requirements in that procedure. Any appeal of a denial of leave without pay for medical reasons shall be accompanied by a statement signed by competent medical authority, setting forth the employee's ability to perform the duties of the employee's position and a prognosis of the employee's ability to return to work at the termination of the requested leave.

(3) The decisions of the Grievance Appeals Committee on any appeals under this Article 31.1 shall be final and binding.

31.2 Disability Leave

Requests for leave without pay for disabilities which are found by the Water Agency's Workers' Compensation carrier or the Industrial Accident Commission to be incurred as a result of Water Agency employment shall be approved by the General Manager for the period following expiration of paid Sick Leave and vacation until discontinuation of disability compensation payments.

31.3 Military Service

Requests for leave without pay for military service shall be approved by the General Manager in accordance with applicable law.

31.4 Medical Exam

When an employee is absent due to illness or disability, the General Manager may require that the employee pass a medical examination prior to returning to work. Failure to pass such examination shall result, after expiration of the employee's accumulated sick leave, in further leave with pay, leave without pay, and/or separation of the employee.

31.5 Non-Grievability

Article 31 is not grievable except as stated in 31.1. (2).

ARTICLE 32 - DISCIPLINE NOTICE AND HEARING - WATER AGENCY

32.1.1 General Provision

The General Manager may take disciplinary action against any employee of the Water Agency.

32.2 Definitions - Full-Time/Part-Time Employees

For purposes of this article, full-time employee means a full-time employee as defined in this Memorandum who has completed six (6) months of satisfactory full-time service (1,040 hours) in an allocated position. For purposes of this article, a part-time employee means a part-time employee defined in this Memorandum who has completed 1040 hours of satisfactory service in an allocated position.

32.3 Other Than Full/Part-Time Employees

All employees other than full-time or part-time employees serve at the pleasure of the General Manager of the Water Agency.

32.4 Discipline Process

The General Manager may dismiss, suspend or involuntarily demote a full-time employee only for cause.

- (a) If the General Manager proposes to dismiss, suspend or involuntarily demote a full-time or part-time employee, he shall provide the employee with written notice of the charge or charges and materials upon which the proposed action is based prior to any final disciplinary action being taken. The employee may waive the right to respond. Responses, if made, may be oral or in writing and shall be communicated to the General Manager within three (3) working days following the date of service of notice. If no response or request for extension of time to respond is received by the General Manager within such three (3) days, the right to respond will be deemed waived. The General Manager may place the affected employee on leave of absence with pay during the three day response period. On written request within such three (3) days by the employee showing good cause therefore, the General Manager may extend the time for response for a reasonable period not to exceed ten (10) days

from the time of service of the notice on condition that the employee designate in writing that the time extension shall be charged to earned vacation leave, compensatory time credits or leave of absence without pay. The General Manager shall consider the response, if any, of the employee in determining the propriety and nature of disciplinary action.

- (b) If the General Manager determines to dismiss, suspend or involuntarily demote a full-time or part-time employee, the order of the General Manager shall be in writing and shall state specifically the reason for the action. The employee may appeal a decision of the General Manager to dismiss, suspend or involuntarily demote the employee by filing a petition for hearing with the Board of Directors within ten (10) working days of receipt of the order. The petition shall state whether the employee requests an open or closed hearing.
- (c) Within thirty (30) days of receipt of a petition, the matter shall be placed on the agenda of the Board of Directors for purposes of setting a hearing date.
- (d) The Board of Directors may, in its discretion, appoint a hearing officer to hear the appeal. The hearing officer shall be an employee of the State Office of Administrative Hearings or a member of the State Bar of California. A hearing before the hearing officer shall be conducted in the manner of hearings conducted under the Administrative Procedure Act. The hearing officer may affirm, modify or revoke a decision of the General Manager. The decision of the hearing officer shall be final.
- (e) At a hearing before the Board of Directors, witnesses shall testify under oath and there shall be a right to cross-examination. There shall be no right to discovery. The hearing need not be conducted according to technical rules relating to evidence and witnesses. The rules of evidence and the manner of producing evidence shall be those rules set forth in Section 11513 of the Government Code for the conduct of hearings under the Administration Procedure Act. The decision of the Board shall be final.
- (f) At either a hearing before a hearing officer or before the Board of Directors, the appointing authority shall have the burden of proving the charges by a preponderance of the evidence. The appointing authority shall open the case and present his evidence. The employee shall then present his defense. Thereafter, each side may present rebuttal evidence.
- (g) Any decision made by the Board of Directors pursuant to this article is a personnel matter and the Board may hear and consider the matter in closed session.
- (h) Costs of a hearing officer shall be shared by the parties. If a party requests a court reporter, it shall bear the costs associated therewith, and shall provide a copy of the transcript to the other party and the hearing officer without charge.
- (i) This article shall not be construed to create any property right that would give rise to procedural due process beyond that specifically described herein.
- (j) This article is not subject to grievance or arbitration under the procedures in this Memorandum or pursuant to any other procedure or policy of the County.

ARTICLE 33 - LAYOFF POLICY - WATER AGENCY

The County and Union agree that the following layoff procedure shall be applicable to all regularly employed full and part-time employees of the Water Agency who are covered by this Memorandum.

33.1 Staff Reduction

Employees shall be subject to layoff whenever their positions are abolished or whenever necessary due to lack of work and or funds.

Neither the layoff nor decision to layoff shall be grievable nor arbitrable under the procedures of this Memorandum of Understanding.

33.2 Layoff Notice

An employee may be laid off from his or her position twenty-one (21) calendar days after formal written notice has been presented or mailed by first class to the employee at his or her last known address with a copy to the Union.

33.2.1 Restoration

Each person who has been laid off shall, in writing by certified mail, be offered restoration to a vacant position in the classification from which the employee was laid off, which the County determines to fill within two (2) years after the date the employee was laid off. The Water Agency shall make a reasonable attempt to notify an employee who is eligible for restoration. If an employee cannot be reached within thirty (30) calendar days, the right to restoration shall be forfeited. Should an employee not accept restoration within five (5) regular Water Agency business days after the receipt of the offer or should the employee decline to begin work within fifteen (15) regular Water Agency business days after the receipt of the offer, the employee shall be declared unavailable and shall forfeit the right to restoration unless a further offer of restoration is authorized by the Water Agency General Manager.

33.2.2 Order of Restoration

Whenever more than one person has been laid off in the same class in the Water Agency, the order of restoration shall be the last person of the order of layoff shall be offered restoration first, based on the date of layoff.

33.2.3 Availability

Whenever a person is unavailable for restoration, the next person who is eligible for restoration shall be offered restoration in the same manner and under the same conditions. Should there be no person available for restoration, the position may be filled by the Water Agency.

33.2.4 Forfeit

A person who has forfeited restoration may, within ten (10) regular Agency business days after forfeiture, request in writing to the Water Agency General Manager that he/she be considered for a further offer of restoration, should such occur within one (1) year after the layoff date. The request shall contain a full explanation of the reason for the person's unavailability. Within thirty (30) calendar days after the request is filled the Water Agency's General Manager shall either approve or deny the request. The Water Agency General Manager may specify conditions under which the further offer of restoration may be approved.

33.2.5 Appeals

33.3.1 Hearing Body

The General Manager of the Sonoma County Water Agency shall act as a separate and final hearing body for layoff appeals for all full-time and part-time employees.

33.3.2 Appeal of Implementation

Implementation of a layoff decision may be appealed by an employee laid off. However, the decision to layoff may not be appealed.

33.3.3 Appeal Process

Any formal written notice to a part-time or full-time employee stating that the employee is subject to layoff, may be appealed as follows:

- (a) Within ten (10) regular Water Agency business days from the receipt of the notice, an employee may, within the provision of paragraph (b) above, appeal the proposed action to the Water Agency General Manager.
- (b) Within five (5) regular Water Agency business days after receiving the appeal, the Water Agency General Manager shall give a written decision to the employee.
- (c) If the employee is not satisfied with the decision, the employee may, within five (5) regular Water Agency business days after receiving the decision, appeal the decision to the Water Agency's Board of Directors.
- (d) The Agency's Board of Directors or a Hearing Officer appointed by the Board shall review the appeal and schedule the appeal hearing within thirty (30) days. The Hearing Officer shall make a recommendation to the Board of Directors within thirty (30) days of the appeal hearing.
- (e) The Agency's Board of Directors decision will be final after considering the Hearing Officer's recommendation if the Board appointed a Hearing Officer.

ARTICLE 34 - GRIEVANCE PROCEDURE

The County and the Council agree that the grievance procedure established for the employees covered by this Memorandum of Understanding shall be the County Grievance Procedure established by the Board of Supervisors per Resolution Numbers DR 74211A/74211B on May 10, 1983, or as it may be amended in the future. A copy of this procedure is included in Appendix A for information purposes.

ARTICLE 35 - EMPLOYMENT IN MORE THAN ONE POSITION

Except for working elections as provided by resolution of the Board of Supervisors, no person employed in a full-time position may be employed by the County of Sonoma in any other full-time, part-time or extra-help position, nor shall any person be employed by the County in two or more part-time positions which will, in combination, provide for more than eighty (80) hours of regularly scheduled work in any bi-weekly pay period.

ARTICLE 36 - PERSONAL PROPERTY REIMBURSEMENT

Upon recommendation of the appointing authority, the County, in accordance with Government Code Section 53240, shall provide for payment of the costs of replacing or repairing property or prostheses of an employee, such as eyeglasses, hearing aids, dentures, watches, or articles of clothing necessarily worn or carried by the employee when any such items are lost or damaged in the line of duty without negligence by employee. If the items are damaged beyond repair, the actual value of such items may be paid. The value of such items shall be determined as of the time of the loss thereof or damage thereto in accordance with the Personal Property Claims Guide as provided by Board of Supervisors Resolution No. 56420, dated January 18, 1977.

ARTICLE 37 - NO STRIKE

37.1 Full Performance

A material inducement to County's execution of this Agreement is the Council's representation that the employees it represents will loyally and fully perform their respective duties in an efficient manner so as to provide the maximum service to the public.

37.2 Protected Activities - Council

Accordingly, the Council agrees not to engage in any illegal activities during the term of this

Memorandum including, but not limited to, work stoppages, strikes (including sympathy strikes), "slowdowns", "sick-ins", or similar concerted activity against County. This promise by the Council is both a covenant and a condition precedent to the continuing performance by County of any obligation owed by County to the Council or the employees it represents during the term of this Memorandum.

37.3 Written Assurance

If County is at any time uncertain of the Council's continued performance, it may demand, and Council will provide, written assurance of its continued good faith performance of this Agreement.

37.4 Prohibited Activities - Employee Liability

Any employees engaging in activity prohibited by this article may be subject to disciplinary action including discharge.

37.5 Lock-Out - Prohibited During Term

County agrees not to lock out employees during the term of this Memorandum.

ARTICLE 38 - FULL UNDERSTANDING, MODIFICATION, WAIVER

38.1 MOU - Full Understanding

This Memorandum of Understanding sets forth the full and entire understanding of the parties regarding the matters set forth herein. Any other prior or existing understanding or agreements by the parties, whether formal or informal, regarding any such matters are hereby superseded or terminated in their entirety.

38.2 MOU - Meet and Confer Waiver

Except as specifically provided herein, it is agreed and understood that the Council voluntarily and unqualifiedly waives its right to, and releases the County from, any obligation

to meet and confer on any subject or matter contained herein. The Council acknowledges that County has fulfilled its obligations under Government Code Section 3505 for fiscal years 2003-2009.

38.3 MOU - Modification

No agreement, alteration, understanding, variation, waiver, or modification of any of the terms or provisions contained herein shall in any manner be binding upon the parties hereto, unless made and executed in writing by the parties hereto, and if required, approved and implemented by County's Board of Supervisors and Board of Directors of Sonoma County Water Agency.

38.4 Civil Service Commission Authority

Nothing in this Memorandum shall be construed to limit or remove the existing or future jurisdiction or authority of the Civil Service Commission as provided in Ordinance No. 305-A as amended, or as provided in the Rules adopted hereunder.

38.5 MOU - Non-Precedent Setting

The waiver of any breach, term, or condition of this Memorandum of Understanding by either party shall not constitute a precedent in the future enforcement of all its terms and provisions.

ARTICLE 39 - SEPARABILITY

39.1.1 MOU - Invalidation of Article/Section

If during the term of this Memorandum, any item or portion thereof of this Memorandum is

held to be invalid by operation of any applicable law, rule, regulation, or order issued by governmental authority or tribunal of competent jurisdiction, or if compliance with or enforcement of the item or portion thereof shall be restrained by any tribunal, such provision of this Memorandum shall be immediately suspended and be of no effect hereunder so long as such law, rule, regulation, or order shall remain in effect.

39.1.2 MOU - Full Force and Effect

Such invalidation of a part or portion of this Memorandum shall not invalidate any remaining portion which shall continue in full force and effect.

ARTICLE 40 - EMPLOYEE ASSISTANCE PROGRAM

The County and the Council agree to continue the Employees Assistance Program to assist employees who are experiencing personal problems which the employee believes may be affecting his or her job performance. Employee participation in the Employee Assistance Program shall be voluntary, confidential, and not used for or considered in matters relating to performance evaluations or discipline.

ARTICLE 41 - DIRECT DEPOSIT

The County will continue to make a deposit of participating employees' pay checks directly to their bank or credit union accounts. The effective date of deposit will be one day after the regularly scheduled date of payroll issue.

ARTICLE 42 - SPECIAL PROVISIONS

Medical Examinations-Water Agency

The Manager or designee may direct any employee to undergo a medical examination to determine his or her mental and physical capacity to perform the duties of the position. Each determination that an employee is or is not capable of performing the duties of the position may be made available to the manager and to the employee concerned. All other records pertaining to such examination shall be retained by the Sutter Medical Foundation North Bay in the same place and under the same circumstances as other patient records.

ARTICLE 43 - NO DISCRIMINATION

Provisions of this Memorandum of Understanding shall be equally applied to all employees in the unit without unlawful discrimination as to age, sex, race, color, natural origin, ancestry, religion, physical handicap, medical condition (cancer related), marital status or sexual orientation. The parties agree that the prohibition against sexual discrimination include sexual harassment. The County and the Union shall equally share the responsibility of the application of this provision. An employee alleging unlawful discrimination may utilize the County's Equal Employment Opportunity Discrimination Complaint Procedure to first seek adjustment of a complaint, but may not use the Grievance Procedure of this Memorandum of Understanding.

ARTICLE 44 - RETIREMENT PLAN - 3% @ 60

Effective June 22, 2004, the 3% at 60 retirement program will be available to the Council represented employees who are contributing members of the Sonoma County Employees' Retirement Association (SCERA), with the understanding that the County will work with all other organizations representing general member employees, to implement this option prospectively on the same date. The parties understand that State law requires that the 3% at 60 benefit be implemented for all general members on the same date.

On the above date, the Council-represented SCERA members will begin contributing an additional 3.03% pretax to their employee retirement account. This contribution will continue for twenty (20) years (until July 2024) to pay for the unfounded accrued actuarial liability resulting from any past 2003-2009 WCE/COUNTY MOU

service. Represented employees also will pay a pretax statutory contribution of approximately one percent (1%) or slightly more, contingent upon age of entry into the retirement system.

ARTICLE 45 - SAFETY BOOTS/SHOES

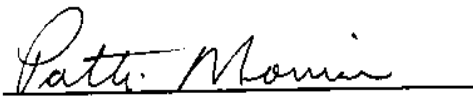
Full-time and permanent part-time employees regularly assigned to construction activities, refuse facilities, field operations and road maintenance will be entitled to receive a \$170 voucher for one pair of safety boots or shoes, to be replaced on an as-needed basis, but not more frequently than every two (2) years. Extraordinary replacement is by approval of the appointing authority only.


COUNTY OF SONOMA
SONOMA COUNTY WATER AGENCY
NORTHERN SONOMA COUNTY AIR
POLLUTION CONTROL DISTRICT



Fran Buchanan, I. E. D. A
Spokesperson

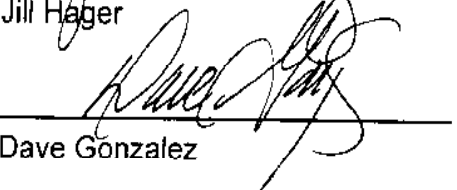

Terri Saunders


Susan Klassen

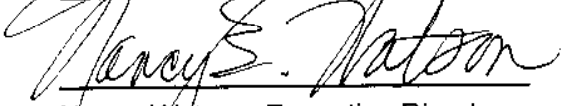

Patti Morrison

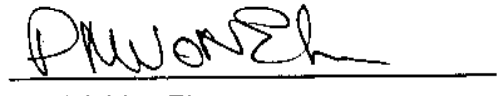

Karen Martin

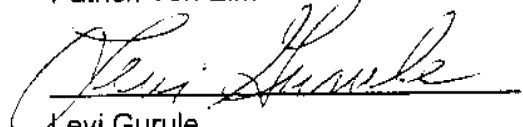

Jill Hager



Dave Gonzalez

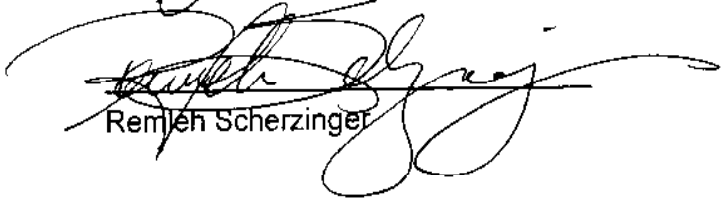
WESTERN COUNCIL OF ENGINEERS


Nancy Watson, Executive Director
Western Council of Engineers


Patrick Von Elm


Levi Gurule


Gary O'Connor


Remleh Scherzinger

DATE: 3/11/04

APPENDIX A
County Grievance Procedure

Section I. DEFINITIONS

- (a) **GRIEVANCE.** A grievance is a complaint by an employee, a group of employees, or by a recognized employee organization on behalf of an employee(s) (all herein after referred to as a "grievant") concerning any term or condition of employment which the appointing authority has complete or partial authority and power to change or which the appointing authority may seek to resolve through action by another Department Head. Where a grievance concerns a matter which is controlled in whole or in part by another department head(s), such department head(s) shall be made a party to the grievance. A grievance may relate to a management interpretation or application of law, ordinance, regulations, the resolutions of this Board, or departmental rules and regulations. Specifically excluded from the definition of grievance and from the grievance procedure are:
- (1) Complaints, the resolution of which would require a change in or an amendment to law, ordinance, or the resolutions, rules or regulations of this Board;
 - (2) Discrimination complaints which shall be filed through the County's equal Opportunity Discrimination Complaint Procedure;
 - (3) Dismissals, suspensions, and reductions in rank or compensation; and
 - (4) In addition to (4), above, all other matters appealable under the Civil Service Ordinance and/or the Rules of the Civil Service Commission.
- (b) **GRIEVANCE PROCEDURE.** The grievance procedure is the method by which a grievant may seek management action to relieve or eliminate the grievance.
- (c) **GRIEVANCE APPEALS COMMITTEE.** A Grievance Appeals Committee of three members shall be a forum for consideration and resolution of grievances. Committee members shall be composed as follows:
- (1) One person selected by the recognized employee organization representing the grievant. If the grievant is unrepresented, then the grievant may select a Committee member of the grievant's choosing.
 - (2) The Director of Human Resources or designee. If the grievant is employed in the Human Resources Department, then the County Administrator shall select this Committee member.
 - (3) The third member of the Committee shall be mutually selected by the first two Committee members chosen by the grievant and the Human Resources Director. The third member of the Committee must be so selected within ten (10) days of the day the first two members were selected. If the first two Committee members are unable to agree upon a selection, then the first two Committee members shall strike names off of a list of the current members of the County Civil Service Commission until only one (1) name remains, who shall be the third member of the Committee. The order of striking shall be determined by a coin toss. No Committee member may be selected who is employed in the department in which the grievant is employed. Committee members shall select a chairperson. The Human Resources Department shall provide

secretarial services to the Committee. The Committee shall meet on call of its chairman and with mutual agreement, as to date and time of the meeting, among the grievant, the appointing authority and the other Committee members. Deliberations of the Committee shall be informal, confidential and provide a full and fair hearing of the grievance and proposed solutions without formal rules of evidence or a stenographic or electronic recording of the proceedings.

- (d) DAYS. The term "days" as used in this procedure shall mean regular County business days, Mondays through Fridays, from 8:00 a.m. to 5:00 p.m., but excluding formal County holidays or weekends.

Section 2. REPRESENTATION

An employee may be represented in any step of this grievance procedure by a representative of the recognized employee organization which represents the grievant as a County employee, or, if the grievant is an unrepresented County employee, the grievant may be represented by a person of the grievant's own choosing. No member of the Grievance Appeals Committee may represent the grievant.

Section 3. DISCRIMINATION

No employee shall be subjected to discrimination, coercion, restraint, or reprisal by reason of good faith utilization of this grievance procedure.

Section 4. TIME OFF

Reasonable time off without loss of regular pay from normal County work duties shall be accorded to an employee for the purpose of presenting a grievance, representing the grievant in grievance proceedings or serving as a member of the Grievance Appeals Committee. Time off is subject to the condition that before leaving the employee's usual duties, the employee shall obtain the permission of his/her immediate supervisor. Such permission shall not be unreasonably withheld.

Section 5. INFORMAL GRIEVANCE PROCEDURE

It shall be the mutual responsibility of employees and management to endeavor to resolve grievances informally at the lowest practicable level of management. To this end, the grievant shall first present the grievance to the grievant's immediate supervisor in an informal meeting within ten (10) days after the occurrence of the circumstances giving rise to the grievance or the grievant's first knowledge thereof.

The grievant may request the meeting be held at any reasonable time, and the supervisor shall meet with the grievant as soon as reasonably practicable after receipt of the request. In the meeting, the grievant and the supervisor shall review the grievance. The employee shall fully and fairly explain: the alleged action or inaction by the County which caused grievance; the policy, rule, law or regulation allegedly violated by the County; and the remedy the grievant believes will resolve the grievance. The parties shall cooperate in seeking a resolution of the grievance. If questions beyond the scope of the supervisor's authority or knowledge are involved, the supervisor may consult the supervisor's superiors or other County officers. The supervisor shall present an informal, verbal decision with supporting

reasons to the grievant within five (5) days after the meeting.

Section 6. FORMAL GRIEVANCE PROCEDURE An employee whose grievance is not satisfactorily resolved by the informal procedure may institute a formal grievance. The formal grievance shall conform to the following:

- (a) All formal grievances shall be in writing on the form appended to this resolution. A supply of forms shall be maintained in each department and shall be readily accessible to all employees.
- (b) Within five (5) days after receipt of the supervisor's decision in the informal proceeding, the grievant may file a formal grievance on the form prescribed. The grievant shall provide the necessary information called for at the top of the form and in Steps I and II of the Grievance form in clearly legible writing, printing, or typing. The grievant shall file the original form with the immediate supervisor.
- (c) The immediate supervisor shall meet with the grievant within five (5) days after filing of the grievance form for discussion of the formal grievance. The immediate supervisor shall complete "Supervisor's decision" portion of the form and return it to the grievant within five (5) days after their meeting. A copy of the supervisor's decision and attached grievance documents shall also be filed in the file with the Human Resources Director.
- (d) The grievant may appeal the decision of the immediate supervisor by completing the first part of Step III of the grievance form and filing it with the grievant's appointing authority within five (5) days after receipt of the supervisor's decision. The functions of the appointing authority hereunder may be performed by the appointing authority's duly authorized representative.
- (e) The appointing authority shall meet with the grievant within five (5) days after filing of the appeal for discussion of the grievance. If the matter is controlled in whole or in part by another department head(s), such department head(s) shall be consulted and made a party to the grievance. The grievant's appointing authority shall complete the rest of the Step III ("Appointing Authority response") and return it to the employee within fifteen (15) days after such meeting. A copy of the appointing authority's response and any attached grievance documents shall also be filed with the Human Resources Director and any department head(s) made party to the grievance.
- (f) The grievant may appeal from the decision of the appointing authority by filing a written request for such appeal to the Human Resources Director within five (5) days after receipt of the appointing authority's decision. The Human Resources Director shall immediately deliver a copy of the written appeal to the grievant's appointing authority. The Human Resources Director shall then obtain the name of the Grievance Appeals Committee member selected by the grievant or the grievant's recognized employee organization. The Human Resources Director shall select a Committee member to represent the Human Resources Director and then provide assistance as necessary to select the third Committee member in accordance with the selection process in Section 1(c), above. The grievant's written appeal shall provide full details of the facts of the grievance and why the appointing authority's response did not satisfactorily resolve the grievance.

Section 6. FORMAL GRIEVANCE PROCEDURE Cont'd . . .

- (g) The Grievance Appeals Committee shall schedule the appeal for hearing not later than twenty (20) days after the filing of the grievance and shall forthwith notify the grievant and the grievant's appointing authority and any department head(s) made party to the grievance of the time and place at which the appeal will be considered. The Committee may reach and announce a decision at the close of the hearing or it may retire and deliberate in private before announcing its decision. In order to be properly reached, a decision by the Committee must be agreed upon by at least two (2) members, be in writing and show both the findings of facts and the reasoning behind the decision. The Committee shall deliver with proof of service, a copy of its decision to the appointing authority, and the grievant, and any department head(s) made party to the grievance, within ten (10) days after conclusion of the hearing.
- (h) Either the grievant or the appointing authority or any department head(s) made party to the grievance may appeal the decision of the Grievance Appeals Committee by filing a written appeal with the other party, with the Human Resources Director and with the Clerk of the Board of Supervisors within five (5) days after receipt of the decision of the Appeals Committee. The Board of Supervisors shall have the discretion to decide the grievance and render a final decision based solely on a review of the grievance records or it shall schedule the appeal for a public hearing in a manner the Board deems appropriate. If the Board chooses to decide the grievance based on the record, it shall render a final decision in the form of a Resolution within a reasonable period of time not to exceed 30 days from the date the Clerk of the Board received the appeal. If the Board of Supervisors chooses to hear the grievance, the Clerk of the Board of Supervisors shall give written notice of the time and place of the hearing to the grievant and the appointing authority. The Board of Supervisors shall hear and determine the grievance within a reasonable period of time not to exceed thirty (30) days from the date the Clerk of the Board received the appeal. The grievant, the appointing authority or any department head(s) made party to the grievance and their representatives, may appear and present their arguments in front of the Board. The decision of the Board of Supervisors shall be evidenced by a Resolution of the Board. The Clerk shall mail to the employee, the appointing authority, any department head(s) made party to the grievance, and the Human Resources Director a copy of the Board's Resolution. The decision of the Board of Supervisors shall be final.

APPENDIX B

SALARY TABLES

9-16-03			
<u>CLASS TITLE</u>	Salary Range Effective <u>9-16-03</u>	Approx Monthly "A" Step <u>Minimum</u>	Approx Monthly "I" Step <u>Maximum</u>
LICENSED LAND SURVEYOR	3179	\$5,529	\$6,721
ASST AIR QUALITY ENGINEER	2841	\$4,941	\$6,006
AIR QUALITY ENGINEER	3312	\$5,760	\$7,004
JUNIOR ENGINEER	2461	\$4,280	\$5,202
WA JUNIOR ENGINEER	2461	\$4,280	\$5,202
ASSISTANT ENGINEER	2841	\$4,941	\$6,006
WA ASSISTANT ENGINEER	2841	\$4,941	\$6,006
ENGINEER	3378	\$5,875	\$7,141
WA ENGINEER	3378	\$5,875	\$7,141
SENIOR ENGINEER	3721	\$6,472	\$7,865

9-14-04			
<u>CLASS TITLE</u>	Salary Range Effective <u>9-14-04</u>	Approx Monthly "A" Step <u>Minimum</u>	Approx Monthly "I" Step <u>Maximum</u>
LICENSED LAND SURVEYOR	3290	\$5,722	\$6,955
ASST AIR QUALITY ENGINEER	2940	\$5,113	\$6,214
AIR QUALITY ENGINEER	3428	\$5,962	\$7,246
JUNIOR ENGINEER	2547	\$4,430	\$5,383
WA JUNIOR ENGINEER	2547	\$4,430	\$5,383
ASSISTANT ENGINEER	2940	\$5,113	\$6,214
WA ASSISTANT ENGINEER	2940	\$5,113	\$6,214
ENGINEER	3496	\$6,080	\$7,392
WA ENGINEER	3496	\$6,080	\$7,392
SENIOR ENGINEER	3851	\$6,698	\$8,142

APPENDIX B Continued . . .
2003-2009 WCE/COUNTY MOU

S A L A R Y T A B L E S

09-13-05			
<u>CLASS TITLE</u>	Salary Range Effective <u>9-13-05</u>	Approx Monthly "A" Step <u>Minimum</u>	Approx Monthly "I" Step <u>Maximum</u>
LICENSED LAND SURVEYOR	3405	\$5,922	\$7,199
ASST AIR QUALITY ENGINEER	3043	\$5,293	\$6,434
AIR QUALITY ENGINEER	3548	\$6,171	\$7,500
JUNIOR ENGINEER	2636	\$4,585	\$5,573
WA JUNIOR ENGINEER	2636	\$4,585	\$5,573
ASSISTANT ENGINEER	3043	\$5,293	\$6,434
WA ASSISTANT ENGINEER	3043	\$5,293	\$6,434
ENGINEER	3618	\$6,293	\$7,648
WA ENGINEER	3618	\$6,293	\$7,648
SENIOR ENGINEER	3986	\$6,933	\$8,427

09-12-06			
<u>CLASS TITLE</u>	Salary Range Effective <u>9-12-06</u>	Approx Monthly "A" Step <u>Minimum</u>	Approx Monthly "I" Step <u>Maximum</u>
LICENSED LAND SURVEYOR	3507	\$6,100	\$7,413
ASST AIR QUALITY ENGINEER	3134	\$5,451	\$6,627
AIR QUALITY ENGINEER	3654	\$6,355	\$7,726
JUNIOR ENGINEER	2715	\$4,722	\$5,741
WA JUNIOR ENGINEER	2715	\$4,722	\$5,741
ASSISTANT ENGINEER	3134	\$5,451	\$6,627
WA ASSISTANT ENGINEER	3134	\$5,451	\$6,627
ENGINEER	3727	\$6,482	\$7,879
WA ENGINEER	3727	\$6,482	\$7,879
SENIOR ENGINEER	4106	\$7,141	\$8,681

APPENDIX C

DOMESTIC PARTNER DEFINITION

The term "domestic partner" as used in the MOU is based on the definition below:

A "domestic partnership" shall exist between two persons, one of whom is an employee of the County, covered by this Memorandum of Understanding, regardless of their gender and each of them shall be the "domestic partner" of the other if they both complete, sign, and cause to be filed with the County an "Affidavit of Domestic Partnership" attesting to the following:

- a. The two parties reside together and share the common necessities of life.
- b. The two parties are not married to anyone, eighteen years or older, not related by blood closer than would bar marriage in the State of California, and mentally competent to consent to contract and are not acting under fraud or duress.
- c. The two parties declare that they are each other's sole domestic partner and they are responsible for their common welfare.
- d. The two parties agree to notify the County in writing if there is a change of circumstances attested to the affidavit.
- e. The two parties affirm, under penalty of perjury, that the assertions in the affidavit are true to the best of their knowledge.

Termination A member of a domestic partnership may provide notice of the end of said relationship by filing a statement with the County. In the statement, the person filing must affirm, under penalty of perjury that, (1) the partnership is terminated, and (2) a copy of the termination statement has been mailed to the other partner.

New Statements of Domestic Partnership No person who has filed an Affidavit of Domestic Partnership may file another such affidavit until six (6) months after a statement of termination of the previous partnership has been filed with the County. This requirement does not apply if the earlier domestic partnership ended because of the death of either partner.

APPENDIX D

Appendix D is hereby added to the 2003-2009 Memorandum of Understanding between the County
2003-2009 WCE/COUNTY MOU

of Sonoma and Western Council of Engineers (WCE) to read as follows:

1. WCE and the County of Sonoma have heretofore executed a Memorandum of Understanding that is in effect until 11:59 p.m., September 21, 2009.
2. The Union and the County are desirous of amending Article 22.3 of said Memorandum, effective the pay period beginning September 14, 2004, to amend the Maximum Vacation Accrual Rates as follows:

22.3 Accrual

Each employee 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 up to a maximum of eighty (80) per pay period. Rates shown below will be adjusted to reflect any unpaid time in each pay period.

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

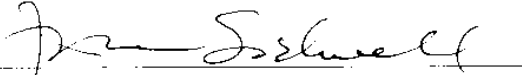
3. This Memorandum of Understanding sets forth the full and entire understanding of the parties regarding the matters set forth herein. Any other prior or existing understanding or agreements by the parties whether formal or informal regarding any such matters are hereby superseded or terminated in their entirety.
4. Except as specifically provided herein, it is agreed and understood that the Union voluntarily and unqualifiedly waives its right to and releases the County from any obligation to meet and confer on any subject or matter contained herein during the term of this 2003-2009 Memorandum of Understanding.
5. No agreement, understanding, variation, waiver or modification of any of the terms or provisions contained herein shall in any manner be binding upon the parties hereto unless made and executed in writing by the parties hereto and, if required, approved and implemented by the County's Board of Supervisors.

APPENDIX D - Maximum Vacation Accrual Rates
Western Council of Engineers (WCE)

6. Nothing in this agreement shall be construed to limit, remove, expand or in any way alter the existing or future jurisdiction or authority of the Civil Service Commission as provided in Sonoma County Ordinance No. 305-A as amended or as provided in the rules adopted thereunder.
7. The waiver of any breach, term or condition of this Memorandum of Understanding by either party shall not constitute a precedent in the future enforcement of all its terms and provisions.

SIGNATURES

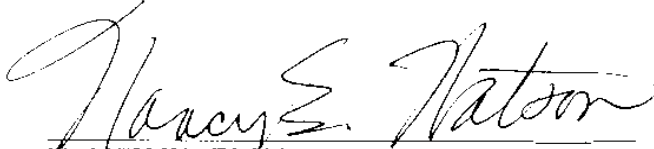
FOR THE COUNTY:



JOANNE SIDWELL
Employee Relations Manager

Date: 9/8/04

FOR WCE:



NANCY WATSON
WCE Executive Director

Date: 9/7/04

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