

**Resolution No.
Sonoma County Administration
Building**

Santa Rosa, CA 95403

Date:

RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF SONOMA, IMPLEMENTING THE CHANGES IN WAGES, HOURS AND TERMS AND CONDITIONS OF EMPLOYMENT FOR EMPLOYEES REPRESENTED BY THE SONOMA COUNTY LAW ENFORCEMENT ASSOCIATION, REFLECTED IN SECTIONS 1 THROUGH 5 BELOW, EFFECTIVE 12:01 a.m. on DECEMBER 16, 2008.

WHEREAS, on March 13, 2008, the County of Sonoma and the Sonoma County Law Enforcement Association (SCLEA) commenced negotiations for a successor MOU; and

WHEREAS, on October 2, 2008, after nineteen (19) negotiations meetings, the County declared that negotiations were at an impasse as prescribed by the County's Employee Relations Policy; and

WHEREAS, on October 2, 2008, the parties participated in an impasse meeting as a final attempt to resolve disputed issues to no avail; and

WHEREAS, commencing on October 30, 2008, the parties participated in mediation under the auspices of a State mediator with the State Mediation and Conciliation Service; and

WHEREAS, the parties participated in a mediation session held on October 30, 2008 which did not result in an agreement for a successor MOU; and

WHEREAS, on November 14, 2008, the County gave the Association its final offer in preparation for mediation on December 2, 2008; and

WHEREAS, SCLEA was not available to attend the December 2, 2008 mediation session when the State Mediator changed the starting time to later that day and was unavailable any date prior to December 2, 2008; and

WHEREAS, on November 25, 2008, the County gave the Association its post mediation Last, Best, and Final one year offer and requested that the Association take such offer to its membership for a vote and provide notice of acceptance or rejection to the County's offer no later than 4:30 p.m. on December 4, 2008, and that failing to respond by that date would be considered a rejection by the County; and

WHEREAS, the Association has not provided any notice of acceptance or rejection by 4:30 p.m. on December 4, 2008 and is therein considered a rejection of the County's offer; and

WHEREAS, the County's Employee Relations Policy provides that the impasse shall be submitted to the Board of Supervisors for consideration if the parties are unable to reach agreement fifteen (15) days after the start of mediation for such action as in its legislative discretion deems appropriate as in the public interest; and

WHEREAS, under the foregoing circumstances, the County is authorized by law by Government Code section 3503.4 to implement the wages, hours and terms included in its last, best and final offer;

NOW, THEREFORE, BE IT RESOLVED that in accordance with the County's statutory authority (G.S. 3503.4) and the authority under Article IV of the County's Employee Relations Policy, your Board adopts this resolution implementing the changes in wages, hours and terms and conditions of employment reflected in sections 1 through section 5 below for employees in bargaining units represented by SCLEA; and

BE IT FUTHER RESOLVED that the effective date of implementation of this concurrent resolution and each of the following Sections of this resolution shall be December 16, 2008, at 12:01 a.m. unless otherwise specified; and

BE IT FURTHER RESOLVED THAT this resolution does not effect changes in any item not referenced above which may be covered by prior MOU, policy or practice; and

BE IT FURTHER RESOLVED THAT in accordance with Government Code section 3504.5, this resolution implements the County's Last Best and Final; does not purport to implement a memorandum of understanding, and does not deprive SCLEA of its right to negotiate, whether or not those matters are included in the unilateral implementation, prior to the adoption by the public agency of its annual budget, or as otherwise required by law; and

BE IT FURTHER RESOLVED THAT references to articles or sections herein are listed for tracking purposes only and are not intended to constitute implementation of a memorandum of understanding; and

BE IT FURTHER RESOLVED THAT references to grievance or grievance arbitration herein does not alter the rights and duties of the County regarding processing of grievances and or grievance arbitration; and

FINALLY, BE IT FUTHER RESOLVED THAT the County Administrator and Director of Human Resources have the authority to take any necessary administrative actions to implement the provisions of this resolution.

Supervisors:

Brown:	Smith:	Kelley:	Reilly:	Kerns:
Ayes:	Noes:	Absent:	Abstain:	

SO ORDERED

Section 1 – Pay (Pension Pick-up and Cash Allowance)

ARTICLE 7 - SALARIES AND ADMINISTRATION OF THE SALARY SCHEDULE

7.1 Salaries

Effective the pay period beginning December 16, 2008, all employees shall receive a 1.75% Cost of Living Adjustment (COLA).

7.1.1 Pension Pick Up

The County will pick up 1% of the employee's share towards Retirement effective the pay period beginning December 16, 2008.

7.1.2 Hourly Cash Allowance

Effective the first full pay period closest to May 19, 2009, the County shall pay each permanent full and part time employee, in addition to their hourly regular earning rate from the salary schedule, a cash allowance of \$3.45 per pay status hour that the employee is in paid status excluding overtime, up to a maximum of 80 hours in a pay period, (or approximately a maximum of \$600 per month).

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

Section 2 – Medical For Actives

ARTICLE 18 - HEALTH & WELFARE BENEFITS FOR ACTIVE EMPLOYEES

18.1 Active Employee Health Plans

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

Effective June 2, 2009, an eligible employee and eligible dependent(s) (as defined below), are allowed only to enroll either as a single subscriber in a County offered medical, dental, vision plan and/or dependent life insurance, or, as the dependent spouse/domestic partner of another eligible County employee/retiree, but not both. If an employee is also eligible to cover their dependent child/children, each child will be allowed to enroll as a dependent on only one employee or retirees' plan (i.e., an employee and his or her dependents cannot be covered by more than one County offered health plan).

An eligible employee is:

A County of Sonoma probationary or regular full-time or probationary or regular part-time employee (refer to Section 18.2.8 regarding plans offered and proration of benefits for part-time employees).

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

- Either the employee's spouse or domestic partner (requires signed domestic partner affidavit filed with the County); or
- An unmarried child based on your plan's age limits or a disabled dependent child regardless of age.

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

Election to participate in a County offered health plan will take place during the first full pay period following employment or it shall be made during an annual open-enrollment period.

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

18.2.1 County Offered Participating Provider Option (PPO) Medical Plans

For members represented by SCLEA, there are two PPO plans: the County Health Value Plus Plan #2 (CHVPP) and the County Health Value Plan #3

(CHVP). The benefit provisions are outlined in the County Health Plan Summary Plan Description.

18.2.2 County Offered Health Maintenance Organization (HMO) Medical Plans

The County may offer up to two (2) HMO medical plans to eligible employees and their eligible dependent(s). Specific reference to a vendor listed below does not obligate the County to continue to offer a medical plan offered by a specific vendor. The County may change health insurance carrier(s) and/or network provider(s), provided the plan design(s) are substantially equivalent. The HMOs have the following co-pays:

Kaiser Office Visit	\$10
Kaiser Prescription Drug	\$5 generic/ \$10 formulary brand name
PacifiCare Office Visit	\$10
PacifiCare Prescription Drug	\$5 generic/ \$15 formulary brand name/ \$30 non-formulary brand name

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

18.2.3 County Contribution toward Active Employee Medical Benefits

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

- A. The County shall contribute a set dollar amount equal to eighty-five percent (85%) of the total premium of the lowest cost medical plan offered for each level of coverage (employee only, employee plus one (1) dependent, and employee plus two (2) or more dependents), regardless of the medical plan selected;
 - 1. Employees may elect to enroll in any County offered medical plan and shall pay for all costs in excess of the County contribution dollar amount specified in Section 18.2.3(A), above, however;

2. Any County contribution dollar amount for a higher cost medical plan that exceeds the contribution amount specified in Section 18.2.3(A), shall be frozen at the fiscal year 2007/2008 County contribution dollar amount, until such time as the amount in Section 18.2.3(A), meets or exceeds that frozen contribution dollar amount.
- B. Effective June 1, 2009, the County contribution toward employee medical benefits described in Section 18.2.3 A shall be discontinued.

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

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

The County shall contribute to part-time eligible employees on a pro-rated basis, in accordance with Section 18.2.8.

18.2.4 Dental Benefits

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

The employee contribution(s) will be:

Effective the pay period beginning December 16, 2008: Employee Contribution shall be \$12 per pay period

The County shall contribute to part-time eligible employees on a pro-rated basis, in accordance with Section 18.2.8.

18.2.5 Vision Benefits

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

Part-time employees will automatically be enrolled in the vision benefit and the County shall contribute to part-time eligible employees on a pro-rated basis, in accordance with Section 18.2.8.

18.2.6 VDT (Video Display Terminal) Optical Benefit

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

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

18.2.7 Life Insurance

The County shall offer, at no expense to the employee, a basic term-life insurance plan in the amount of \$25,000 for an allocated full-time equivalent position of sixty hours or more (.75 FTE or more). Enrollment in basic life insurance is automatic, based on eligibility. Part-time employees who are regularly scheduled to work less than 60 hours per pay period may purchase coverage through payroll deduction.

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

Eligible employees may purchase additional life insurance coverage for themselves at their own expense upon initial eligibility or during the annual open enrollment periods specified in Section 18.2. The employee may purchase supplemental coverage in increments one times (1X) to four times (4X) the basic coverage to a maximum of \$500,000 in accordance with the insurance carrier's policy. If less than 40% of eligible employees purchase supplemental coverage, then health evidence of insurability will be required of all employees purchasing supplemental benefits. An employee enrolled in supplemental coverage who moves from one age bracket to the next higher

bracket will have to pay the rate of the higher age bracket beginning the January of the year in which the employee moves to the higher age bracket.

18.2.8 Part-Time Employee – Health Benefits

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

18.3 Employee Assistance Program

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

18.4 Long-Term Disability (LTD)

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

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

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

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

18.4.1 Claims Disputes over LTD

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

If the dispute remains unresolved to the satisfaction of the employee, the Association may file a grievance on behalf of the employee at the Arbitration Step of the Grievance Procedure for a final and binding decision.¹

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

18.5 Workers' Compensation Claims Disputes

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

18.5.1 Workers' Compensation Temporary Disability – Supplementing with Paid Leave

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

- All sick leave shall be taken until the remaining sick leave balance is 40 hours or less.
- Once the sick leave balance is 40 hours or less, the employee may elect to supplement by taking any combination of the remaining sick leave, vacation, and/or compensatory time off up to his/her base salary.

¹ Inclusion of this language does not alter the rights and duties of the county regarding processing of grievances and or grievance arbitration.

- Employees whose sick leave balance is 40 hours or less may also elect not to supplement at all.

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

18.6 Health Benefits During Leaves of Absence – Non-Medical Leaves Without Pay

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

18.6.1 Medical/Pregnancy Disability Leave

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

An employee who returns to work from medical or pregnancy disability leave without pay prior to the exhaustion of the thirteen (13) pay periods of entitlement under this Article shall not have the thirteen (13) pay period entitlement reduced for any pay period in which the employee is in pay status for at least fifty percent (50%) of the employee's allocated full time equivalent as specified in this Article 18.6.1 (Medical or Pregnancy Disability Leave). If the employee returns to medical or pregnancy disability leave without pay for the same condition, the thirteen (13) pay period time frame will continue where it

left off and will be reduced only for those pay periods when the employee's pay status hours fall below fifty percent (50%) of the allocated full-time equivalent.

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

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

18.6.2 Continuation of Health Benefits Coverage

An employee, who is entitled to continued benefit coverage as specified in 18.6 and 18.6.1, must notify the Auditor-Controller-Treasurer-Tax Collector (ACTTC) no later than five (5) County business days after the first (1st) day of the leave of absence, of the employee's intent to continue insurance coverage. The employee must apply for a leave by completing a Leave of Absence Form.

If the Department authorizes the leave, the Department shall forward the completed Leave of Absence Form to the ACTTC's Office. To assure continued insurance coverage, premiums shall be paid by the employee to the ACTTC's office no later than the last day of the pay period. This premium provides coverage for the two (2) week period from the next pay date. If the employee fails to pay the premium by the last day of the pay period, he/she will receive one (1) reminder notice. In order to reinstate coverage, the employee shall pay a \$25.00 late charge in addition to the premium amount by the date specified in the reminder notice.

Only one (1) reminder notice will be sent. If the employee fails to make proper payment to the ACTTC by the end of the second (2nd) pay period, the

employee's continued medical, dental, vision, life insurance and LTD coverage shall be terminated.

18.6.2.1 Part-Time Employees – Health Benefits During Leave of Absence

Part-time employees shall be eligible to participate in the medical benefit plans and/or the dental plans on a prorated basis, as defined in Section 18.2.8. For pay periods with no pay status hours, pro-ration shall be based on the employee's FTE. Part-time employees shall be entitled to participate in long-term disability as specified in Section 18.4 (Long-Term Disability).

18.7 COBRA

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

18.8 Salary Enhancement Plans

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

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

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

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

All of these plans will be administered by the County in accordance with applicable Federal and State laws as amended and, as such, will not be grievable or arbitrable.¹

18.9 Plan Documents and Other Controlling Documents

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

18.10 Long-Term Care – Payroll Deduction

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

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

¹ Inclusion of this language does not alter the rights and duties of the County regarding processing of grievances and or grievance arbitration.

Section 3 – Medical for Future Retirees

ARTICLE 19 - MEDICAL BENEFITS FOR FUTURE RETIREES

19.1 Retiree Medical Coverage

- A. An eligible retiree and eligible dependents may enroll in a County offered medical plan through May 31, 2009, as described in Sections 19.2 and 19.3.
- B. Effective June 1, 2009, an eligible retiree and eligible dependent(s) (as defined below) may be enrolled in a County offered medical plan as described in Section 19.4 but is allowed only to enroll either as a subscriber in a County offered medical plan or, as the dependent spouse/domestic partner of another eligible County employee/retiree, but not both. If an employee/retiree is also eligible to cover their dependent child/children, each child will be allowed to enroll as a dependent on only one employee or retirees' plan (i.e., a retiree and his or her dependents cannot be covered by more than one County-offered plan).

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

- Either the retiree's spouse or domestic partner (requires signed domestic partner affidavit filed with the County); or
- An unmarried child based on your plan's age limits or a disabled dependent child regardless of age.

19.2 County Contribution toward Retiree Medical Plans - Employees Hired Before July 1, 1990

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

- A. Eligibility
 - 1. Regular employees hired before July 1, 1990 are eligible to receive a County contribution toward the cost of a County offered medical plan for the eligible retiree and their eligible dependent(s), if they:

- a. Have been continuously employed since June 30, 1990 without a break in service before retirement, and
- b. Have been a contributing member (or a contribution was made on their behalf) of the Sonoma County Employees' Retirement Association (SCERA) since June 30, 1990, and
- c. Retire directly from Sonoma County.

2. Laid-Off & Restored Employees.

Employees who were employed by the County prior to July 1, 1990, but who were laid off thereafter shall not be subject to the restrictions of Article 19.3 provided that they are subsequently restored to County employment, rejoin the County retirement system, and are otherwise eligible for retiree medical benefits under this section.

B. County Contribution.

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

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

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

A. Eligibility

1. 10 or More Years of Service. Regular employees hired or rehired after July 1, 1990 but before January 1, 2009, are eligible to receive a County contribution toward the cost of a County offered medical plan for the eligible retiree only, if they:
 - a. Have been employed by the County for a period of at least ten (10) years (consecutive or non-consecutive), which may include service with the County prior to July 1, 1990, and

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

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

C. Additional Dependents.

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

19.4 County Contribution toward Retiree Medical Plans - Employees Hired Before January 1, 2009

Effective June 1, 2009, the existing retiree medical benefits described in Sections 19.2 and 19.3 shall be replaced with this Section.

A. Eligibility: In order to be eligible for this benefit, the retiree must have:

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

B. County Contribution

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

C. Additional Dependents

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

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

For employees hired on or after January 1, 2009, the County shall contribute to a Defined Contribution retiree medical benefit plan for each eligible employee in the form of a deposit into Health Reimbursement Arrangement (HRA)

account, as described below. Any eligible retiree and eligible dependent(s), as defined below, may enroll in a County offered medical plan, but the retiree is responsible for all costs (including County offered retiree medical plan and Medicare Part B premiums).

A. Eligibility

1. An employee must have been a contributing member (or a contribution was made on their behalf) of the Sonoma County Employees' Retirement Association (SCERA) for the eligibility period described below.
2. Regular full-time employees and part-time employees in an allocated position of .5 full-time equivalent or greater, hired on or after January 1, 2009 are eligible to receive a County HRA contribution, if they have completed two (2) full years of consecutive Sonoma County regular service (excluding overtime) in pay status.
3. If an employee separates employment before meeting the eligibility requirement, the employee shall receive no benefit.

B. County Contribution

1. Initial County Contribution:

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

2. Regular County Contribution:

After the initial contribution (defined above) is made, the County shall contribute \$.58 per pay status hour (no more than 80 hours biweekly), not including overtime, for each eligible employee. For a full time

employee, this equates to approximately \$100 per month or \$1,200 per year, after the initial eligibility period is met.

3. Access to Account Balance:

- a. Participants may access the balance in their HRA account at age 50 or upon retirement from the Sonoma County Retirement System, whichever is earlier.
- b. Participants may defer accessing the account balance to any time beyond the earliest date described in (a).
- c. Amounts that remain in the account balance are available to reimburse the participant for the same permitted medical expenses for the spouse and any other dependent covered under the retiree medical plan, however, federal regulations do not permit the inclusion of expenses for domestic partners.

4. Survivors of eligible retirees with account balances:

- a. Spouses and eligible dependent children or dependent adults that are disabled may continue to access account balances after the death of the retiree.
- b. Domestic partners are not permitted access to the account balances of the participant by virtue of restrictions in the federal regulations that govern these types of accounts.

5. Forfeiture of account balance:

- a. If an active employee dies prior to retirement, the amount of account balance is available to participating spouses and dependents to reimburse them for medical expenses permitted under the relevant section of the Internal Revenue code.
- b. Account balances in part or in total for active participants or retirees without any eligible spouse or dependent or unused account balances after the death of the last eligible spouse or dependent will be forfeited and returned to all other active and retired participants in the form of a dividend allocated in direct proportion to the amount to be distributed divided by the total account balance for all participants applied to each individual account balance. These distributions will occur within 120 days

after the annual certified audit of the plan is submitted to the administrator and the County.

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

19.6 Surviving Dependent – County Contribution through May 31, 2009 for Employees Hired Before January 1, 2009

Upon the death of a retiree enrolled in a County offered retiree medical plan, the County will continue to pay the County's contribution toward the medical plan premium costs for one eligible surviving dependent who is already receiving the County contribution under Article 19.2 or 19.3.

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

- (1) Have been eligible to receive a contribution toward a County offered retiree medical plan under Sections 19.2 or 19.3, prior to the death of the retiree, and
- (2) Either be enrolled or have waived their coverage, at the time of the retiree's death.

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

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

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

An eligible surviving dependent will be allowed to continue their coverage under the same circumstances and with the same County contribution as if the

retiree had survived. To be eligible, a surviving dependent must meet each of the following criteria:

- (1) Have been an eligible dependent of a retiree who was eligible to receive a contribution toward a County offered retiree medical plan under Section 19.4 prior to the death of the retiree, and
- (2) Either be enrolled or have waived coverage at the time of the retiree's death.

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

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

Upon the death of a retiree enrolled in the Defined Contribution retiree medical benefit plan (as defined in Section 19.5), eligible surviving dependents may continue participation in the County offered medical plan but remain responsible for all costs (including premiums).

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

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

Section 4 – Other County Proposals

ARTICLE 5 - ASSOCIATION RIGHTS

5.5 Successor Memorandum Procedures

The County and the Association will strive to arrive at mutually agreeable ground rules to cover any element of the meet and confer process for a successor Memorandum of Understanding. Reasonable release time shall be granted to Association representatives for purposes of meeting and conferring

toward a successor MOU. Release time shall be afforded for a maximum of four (4) representatives in successor MOU negotiations for purposes of time spent in meeting and conferring.

5.6 Non-Discrimination

The County will not interfere with or discriminate in respect to any term or condition of employment against any employee covered by this Resolution because of representation by the Association or legitimate union activity, as provided in this Resolution on behalf of the members of the four bargaining units covered by this Resolution.

5.8 Paid Leave "Pool"

- a. Upon request, and after approval of the Employee Relations Manager, the County may grant Association paid leave to Association representative(s) to attend to Association business related to County of Sonoma representation, when such business would conflict with the work schedule of an employee representative(s). Such release time shall include reasonable and necessary travel time. "Association business" shall mean Association Executive Board meetings, conventions, seminars or other Association events, all of which must be related to employer-employee relations and involving matters solely pertaining to the bargaining units covered by this Resolution. The total number of hours of Association paid leave will be 400 hours per fiscal year and be available for use as a pool of hours, all to be used by Association representatives, other than the President. Association representatives must contact the Association office to request such paid leave.

Additional release hours beyond the annual pool of paid Association leave hours may be granted by the County for Association business on an unpaid leave basis or by the employee representative requesting use of accrued vacation and/or compensatory time off. When on Association leave, bargaining unit members are in off-duty status and the County is not responsible for their actions. The County shall not unreasonably deny a request for paid Association business leave or unpaid leave, vacation and/or compensatory time off for Association business unless the County determines the number of Association representatives requesting time off for Association business would create an undue hardship on operational effectiveness, including excessive overtime costs to replace the absent Association representative(s). Upon request, the Association can roll over

up to a maximum of 100 unused paid leave pool hours from one fiscal year to the next.

The County believes that the Union has the duty to defend, indemnify, hold harmless, release and save the County, its agents and employees, from and against any and all claims, demands, suits, orders, judgments, expenses or other forms of liability arising out of or in connection with this Article and/or any action taken or not taken by the County and/or the Union under this Article, including, but not limited to, Union members taking paid release time to attend to Union business. The County further believes that such indemnification is in addition to any other remedy available to the County under this contract or provision of the law. This is a presentation of the County's legal position and is not a subject of unilateral implementation.

ARTICLE 6 - EMPLOYEE RIGHTS

6.3 Safety Program

The County has developed and the Board of Supervisors approved on February 26, 2008 (Resolution # 08-0157) an Occupational Safety and Health Program in accordance with Sonoma County Administrative Policy 6-4 Safety Management Policy and Sonoma County Safety Management Program.

Employees who supervise offenders in the Probation Department's Supervised Adult Crew Program will be provided separate boots and safety gear, not to be shared with offenders.

6.4 Employee/Association Safety Appeals

All hazard reports, actions and appeals shall follow the process contained in the County of Sonoma Safety Management Policy, Administrative Policy 6-4, and Sonoma County Safety Management Program, and shall not be grievable.¹

ARTICLE 8 - SPECIAL COMPENSATION BENEFITS

¹ Inclusion of this language does not alter the rights and duties of the County regarding processing of grievances and or grievance arbitration.

8.1 Special Compensation Premium Pays

Premium pays provided herein will not be added to an employee's base hourly rate for computing overtime or any other differential, premium pay, or any other specialty pay unless specifically provided for herein or as required by law.

8.2 Specialist Premiums

The County will provide specialist premium compensation to employees whom the Department Head assigns to a specialized unit of duty from among those assignments listed below. The specialist premium compensation shall be in lieu of any other payment for hazard pay and for any other payment for any and all hours of overtime worked while attending or participating in mandatory training in such specialty, except as otherwise required by law. Employees assigned to a specialist assignment will receive the specific premium identified for that assignment as an addition to the employee's base hourly rate, according to the levels listed below and shall only be paid for hours worked except where specified. Level II premiums are included in the base rate of "non-civil service" job classes listed in the Salary Tables herein. An employee in a unit who is assigned to more than one specialty assignment shall receive the combination of the different premium pays up to and including a total of 10.0% above the base hourly rate. Specialist premium pay shall be compensated according to the amounts shown below:

<u>ASSIGNMENTS</u>	<u>AMOUNT</u>
<u>LEVEL I – PAID ON HOURS WORKED ONLY</u>	
CLASSIFICATION OFFICER	5.0%
SERT	5.0%
DISPATCH TRAINING OFFICER	5.0%
FACILITIES TRAINING OFFICER (FTO)	5.0%
FTO PROGRAM SERGEANT	5.0%
GRIEVANCE/DISCIPLINE OFFICER	5.0%
INMATE PROGRAM SERVICES OFFICER	5.0%
OFFSITE ASSIGNMENT – PROB.OFFICER IV	5.0%
PROBATION OFFICER III - DRUG TASK FORCE	7.0%
PROBATION OFFICER III- GANG TASK FORCE	7.0%
TRAINING COORDINATOR	5.0%

LEVEL II - JOB CLASS RELATED SPECIALTY ASSIGNMENTS **

PERSONNEL/BACKGROUND INVESTIGATOR	5.0%
I. A. INVESTIGATOR	5.0%

** PERSONNEL/BACKGROUND INVESTIGATOR AND I.A. INVESTIGATOR ARE NON-CIVIL SERVICE JOB CLASSES. PREMIUMS IN THESE CLASSES ARE INCLUDED IN BASE HOURLY RATE, AND INCLUDED IN RETIREMENT CALCULATIONS.

8.8 POST Premiums

Each employee who has been awarded a valid intermediate or advanced certificate issued by the California Commission on Peace Officer's Standards and Training (POST) shall be eligible for POST Premium compensation upon presentation of said certificate to the County. Each eligible employee who has been awarded a valid intermediate certificate shall receive two and one-half percent (2.5%) of employee's base hourly rate for all compensation purposes, including overtime, and retirement. Each eligible employee who has been awarded a valid advanced certificate shall receive five percent (5%) of employee's base hourly rate for all compensation purposes, including overtime and retirement.

The payments set forth in this Article 8.8 shall become effective at the beginning of the first full pay period following date of eligibility or application for the specified POST premium, whichever date is later. No employee shall receive POST Premium compensation for a valid intermediate or advanced certificate issued by POST if such a certificate is required by the minimum qualifications of the employee's class or position.

8.9 Park Ranger I/II – Premium Assignment and Housing

8.9.1 Park Ranger I/II - Assignment and Transfer

The Regional Parks Department maintains the right to assign and transfer an employee to a specific reporting location. If a transfer is at the direction of the department, the employee will be given at 7 days notification. At least thirty (30) days notification shall be given of any transfer directed by the department that exceeds twenty-five (25) miles or requires the employee to relocate his/her permanent residence. Employees transferred at the direction of the department over twenty-five (25) miles, or who are required to relocate their permanent residence shall also be entitled to up to three (3) days of paid moving leave, and reimbursement for moving expenses of up to \$300 for rental of truck or trailers upon submitting receipts for approval to the Director of Regional Parks.

8.9.2 Park Ranger I/II - Housing

Any employee in the class of Park Ranger I/II may be assigned to live in County-provided housing. Consideration in assignment to housing will be given to rank in the following order by earliest hire date: 1) Rangers, 2) Park Maintenance Workers, 3) Events Services Supervisor, and 4) Building Events Workers.

8.9.3 Park Ranger I/II - Maintenance Fees

Once a Housing License Agreement is signed by a Park Ranger residing on County property, it shall be a condition of employment. No rent is charged. The employee granted a license to utilize the assigned housing will be charged an individual maintenance cost based upon the cost of providing utilities and normal maintenance upkeep of the residence structure. The Board of Supervisors shall set the maintenance fee, subject to the provisions of this Subsection (8.9.3), and this fee shall be deducted from the employee's paycheck. Maintenance fees will not, in any case, exceed fifteen percent (15%) of the salary of each licensed employee based upon the base hourly rate of the employee. Each licensed employee shall be responsible for any possessory interest tax levied against him or her. Maintenance fees may be increased by the County with each adjustment being a percentage amount not exceeding the percentage amount of the cost-of-living salary adjustment, excluding equity adjustments, in the preceding fiscal year under this Resolution.

8.9.4 Park Ranger I/II - Special Provisions

The reasonable cost of the housing shall not be added to the employee's base hourly rate in computing the employee's regular rate of pay. In addition, no Standby or Callback will be paid to Park Ranger tenants, except that off-shift work including emergency responses, will be counted toward hours worked for the purpose of computing overtime. Park Ranger tenants shall maintain and submit a log identifying off-shift work and time spent performing this work in the regular work period in which overtime is claimed.

8.9.5 North Coast Assignment Premium

Any employee in the class of Park Ranger I or Park Ranger II who is permanently assigned to the North Coast reporting locations for Stillwater Cove and Gualala shall receive a ten percent (10%) premium for all hours worked.

ARTICLE 15 - STANDBY AND CALLBACK

15.1 Standby

Standby duty requires that an employee designated by the Department Head to be so assigned during off-duty hours, be ready to respond as soon as possible, be reachable by telephone or pager, be able to report to court within a specified period of time, and refrain from activities which might impair the employee's ability to perform assigned duties.

An employee will not be assigned to standby duty if the employee has already worked six (6) consecutive work days, unless an emergency situation is declared by the Department Head. An employee will not be assigned to more than one (1) block of standby duty in a 24-hour period, consisting of consecutive hours. The provisions of this paragraph do not apply to the Fire Inspector class series.

Each such employee who is assigned to standby shall be paid \$3.25 for each hour that the employee stands by on call.

Standby for Fire Inspectors

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

No employee shall be paid standby and other compensable duty simultaneously.

15.3 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 callbacks received within that two 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.

Employees who are called back to work while on a duty free meal period will be paid for time worked, according to Article 17.2.

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

while guaranteed minimum is paid. For purposes of computing statutory overtime, only time actually worked and travel time shall be considered.

ARTICLE 29 - STAFF DEVELOPMENT

29.1 Staff Development

The County shall retain its 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.

29.2 Staff Development Benefit Allowance Program

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

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

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

29.2.1 Staff Development Benefit Allowance - Amounts

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

Bargaining Unit	Full time		Part time	
	<i>Allowance</i>	<i>Carryover</i>	<i>Allowance</i>	<i>Carryover</i>
Non-supervisory (0030, 0040)	\$500	\$200	\$250	\$125
Supervisory (0070)	\$590	\$200	\$315	\$125
Physical Fitness	\$350	\$0	\$175	\$0

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

29.3 Physical Fitness

The County will make available \$350 per year for each eligible full-time employee and \$175 per year for each eligible part-time employee for use towards physical fitness. Employee enrollment in any physical fitness program shall be voluntary.

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

SCLEA members employed in the Sheriff's Department can contribute \$50 or more from the Physical Fitness benefit to voluntarily share in the costs of equipment and equipment maintenance for the workout rooms located in Sheriffs' Department facilities. A joint labor-management committee oversees the equipment purchase and maintenance. All equipment becomes the property of the Sheriffs' Department.

29.4 Combined Use – Staff Development and Physical Fitness

- a. Full-time and part-time eligible employees may apply up to the total Physical Fitness reimbursement amount per year for Staff Development reimbursement (as described in Article 29.2.1 above).

Staff Development reimbursement funds may not be applied to Physical Fitness, for which the maximum reimbursement is \$350.

29.5 Non-Grievable

Article 29 shall not be grievable (see appeal process in County Staff Development Program document).¹

**ARTICLE 39 - DISTRIBUTION OF RESOLUTION
AND ENACTMENT**

¹ Inclusion of this language does not alter the rights and duties of the County regarding processing of grievances and or grievance arbitration.

39.1 Distribution

The County shall have this Resolution available on-line at the County's inter-net and intra-net site.

Section 5 – Tentative Agreements

ARTICLE 22 - SICK LEAVE AND FAMILY LEAVE

22.2 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 leave in which the female employee is incapacitated due to the imminent or actual birth of a child.
- d. When a child, stepchild, spouse or spouse's parent, or domestic partner, being a member of the employee's household or a person for whom the employee is entitled to a Federal Income Tax dependent exemption, or the employee's parent, is incapacitated by illness or injury and it is necessary for the employee to care for such child, stepchild, spouse, parent of the employee or spouse, or domestic partner ("Parent" for purposes of this section is defined as biological, foster, or adoptive parent, step parent, a legal guardian or other person who stood in place of a parent to the employee when the employee was a child. A biological or legal relationship is not necessary for a person to have stood in place of a parent to the employee as a child.) 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.

ARTICLE 23 - COMPASSIONATE LEAVE

With respect to this article, the term "spouse" shall also include domestic partner. A full-time or part-time employee may be granted up to three (3) of the employee's regular work days of leave with pay, in the event of death of the employee's spouse, child, stepchild, son-in-law, daughter-in-law, brother, brother-in-law, sister, sister-in-law, grandparent, great-grandparent, grandchild or person who served as a parent to the employee when the employee was a minor, and the mother or father of the employee or

of the spouse of the employee. Where travel in excess of 300 miles one way from the employee's residence is required, up to an additional two (2) of the employee's regular work days of sick leave may be used to supplement compassionate leave.

ARTICLE 31 - GRIEVANCE PROCEDURE

31.13 Arbitrable Grievances¹

A grievance which directly and primarily involves the application, alleged violation, or interpretation herein, except as otherwise provided in this Resolution, is arbitrable. If the grievance is submitted to arbitration by the Association, neither offers of settlement nor concessions for settlement made during the grievance procedure steps prior to mediation shall be admissible in arbitration.

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

Within fourteen (14) days of submitting a written request for arbitration, the Union and the County shall begin the process for selecting an arbitrator and scheduling a hearing date. An extension of the fourteen (14)-day timeline must be requested in writing by either party and agreed upon by both parties. Failure to comply with the timelines set forth in this section or other timeline mutually agreed upon by the parties shall immediately terminate the grievance and all rights provided under the grievance procedure.

ARTICLE 37- ASSOCIATION SECURITY

37.1 Maintenance of Membership

In accordance with Government Code Section 3502.5, all employees who have Association dues deduction authorization on file with the Auditor-Controller-Treasurer-Tax Collector (ACTTC) or who may thereafter authorize in writing the deduction of Association dues shall remain on such payroll deduction. This maintenance of

¹ Inclusion of this language does not alter the rights and duties of the County regarding processing of grievances and or grievance arbitration.

membership required payroll Association dues deduction shall continue through June 18, 2009, except that such maintenance of membership required dues deductions shall be voided under any of the following circumstances: when an employee is removed from a classification allocated to the representative bargaining units covered under this Resolution; consistent with applicable law, if the employee notifies the ACTTC in writing to cease such dues deductions, and a successor agreement has not been concluded which continues this provision or all applicable impasse procedures concerning negotiations for such a successor agreement have been exhausted without an agreement being reached; and at any time an employee and the Association stipulate in writing to the ACTTC that the employee is not to be subject to further dues deductions under this clause or any other provision herein.¹

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

¹ Pursuant to Government Code Section 3502.5 (b), the Association is required to indemnify, and hold harmless the County, its officers, agents and employees from any claim, demand, or other action arising from this provision.