

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE COUNTY OF SONOMA

AND

**THE SONOMA COUNTY PUBLIC DEFENDER
INVESTIGATORS' ASSOCIATION**

2007-2008

UNIT 55

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**MEMORANDUM OF UNDERSTANDING
BETWEEN THE COUNTY OF SONOMA
AND THE
SONOMA COUNTY PUBLIC DEFENDER INVESTIGATORS' ASSOCIATION**

2007-2008

PREAMBLE

This agreement between the duly appointed representatives of Sonoma County, hereinafter referred to as "County", and the Sonoma County Public Defender Investigators' Association, hereinafter referred to as the "Association", contains the agreement of each concerning wages, hours and other terms and conditions of employment for the term of this Memorandum of Understanding effective with the Board of Supervisors approval.

The parties jointly agree to recommend to the County Board of Supervisors the adoption of this successor Memorandum of Understanding. This Memorandum shall apply only to those classifications listed under Article 2, Recognition.

ARTICLE 1 - TERM

1.1 Effective Dates

The following items shall constitute the wages, hours and other terms and conditions for employees in classifications as listed in Article 2 of this Memorandum of Understanding. The parties agree that all changes contained herein will become effective on June 19, 2007, unless otherwise specified. This Memorandum shall expire and otherwise fully terminate at 12:00 midnight on June 16, 2008.

1.2 Notice for Successor Memorandum

In the event the Association desires to negotiate a successor Memorandum of Understanding, the Association shall serve on the County by December 3, 2007, its written request to commence negotiations as well as its written initial proposals for any successor Memorandum of Understanding.

ARTICLE 2 - RECOGNITION

The County recognizes the Association as the sole bargaining representative for the Public Defender Investigators' bargaining unit. This bargaining unit consists of all full-time and part-time employees in regular permanently allocated positions in the classifications of Public Defender Investigator I and Public Defender Investigator II and Senior Public Defender Investigator.

ARTICLE 3 - DEFINITIONS

3.1 Non-Application

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

3.2 Definitions

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 begin on a Tuesday and end 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 applicable hourly rate to which an employee is entitled, as provided for in this Memorandum, instead of cash compensation.

COUNTY: The County of Sonoma, any of its organizational unit or boards and commissions, as administratively determined by the County; may include

department head, Board of Supervisors, Chief Administrative Officer or a supervisor.

DEPARTMENT HEAD: The Public Defender, or designee.

DOMESTIC PARTNER: 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 in the affidavit; and
- e. the two parties affirm, under penalty of perjury, that the assertions in the affidavit are true to the best of their knowledge.

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 or the public it serves, but "emergency operations" shall not be construed to mean situations where the County knew in advance of non-emergency situations and could have reasonably planned for any work schedule change necessary to adequately cope with the situation.

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

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 PART TIME: An employee who is employed in an allocated position which requires work each pay period, but less than that required of a full-time employee.

EXEMPT EMPLOYEE: An employee who is not covered by the provisions of the Fair Labor Standards Act (FLSA).

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. Employees assigned to a flex-time work schedule will be eligible for overtime only when the hours worked exceed 80 in a pay period or as otherwise required by law.

HOURS WORKED: All time spent by the employee while the employee is engaged in duties or activities required by the County and pursued necessarily and primarily for the benefit of the County. For the non-exempt employee, hours worked shall also include all hours that the County knows or has reason to know that work is being performed.

NON-EXEMPT EMPLOYEE: An employee designated by the County to be covered by the provisions of the Fair Labor Standards Act.

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 RATE OF PAY: Defined in the Fair Labor Standards Act and used for computing statutory overtime for the non-exempt employee. It is calculated by taking the employee's base hourly rate times the number of hours worked in a given work period plus the total of all standby compensation and any special assignment premiums due to the employee in the work period divided by the number of hours worked in the work period.

REGULAR WORK PERIOD: The determination by the County of the fixed regularly recurring work period used for the determination of statutory overtime. For non-sworn, non-exempt employees the regular work period is seven consecutive days which currently begins at 12:01 a.m. Tuesday morning. For sworn, non-exempt employees the regular work period is currently 14 consecutive days which coincides with the County's bi-weekly pay period.

REGULAR WORK SCHEDULE: The determination by the County of an employee's specific work days, work weeks, work periods, and work shifts, established on a regular, ongoing basis.

REGULAR WORK DAY: A 24-hour period containing a specified number of hours of work and normally interrupted by a meal break.

SALARY: Means only wages and premiums, but does not include benefits such as insurance, vehicle use, paid leaves, overtime, shift differential 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.

STATUTORY OVERTIME: Overtime that is required by FLSA. Currently, for the non-sworn, non-exempt employee it is all hours worked in excess of 40 in a regular 7 day work period. For the sworn, non-exempt employee, it is all hours worked in excess of 86 in a regular 14 day work period.

UNPAID ABSENCE: Any paid or unpaid absence from work that has been approved by the employee's department head.

WORK SHIFT: The hours which an employee is scheduled to work within a regular workday.

3.3 Fair Labor Standards Act Not Incorporated

The provisions of the Fair Labor Standards Act are not hereby incorporated into this contract by the mention of the statute.

ARTICLE 4 - MANAGEMENT RIGHTS

4.1 Retention of Rights

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

4.2 Nongrievability of Decision Making Authority

The County has and will continue to retain exclusive decision making authority on matters not expressly modified by specific provisions of this Memorandum except as provided in this Memorandum. Such decision making shall not in any way be subject to the grievance procedure provided in Article 28.

4.3 Exclusive Rights

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 enforce administrative regulations and work rules in addition to and not inconsistent with the specific provisions of this Memorandum of Understanding; to direct its employees; to take disciplinary action; to relieve its employees from duty because their positions are abolished, or whenever necessary because of lack of work or lack of funds, or under conditions where continued work would be ineffective or non-productive; 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, purchased or contracted including the right to schedule and assign work and overtime; and to otherwise act in the interest of efficient service to the County and the public.

4.4 Contracting-Out

The County agrees to meet and confer, upon request of the Association, over the impact to employees of any decision by the County to contract-out significant bargaining unit work to a non-County enterprise or agency. The decision to contract-out such work shall not be subject to meet and confer.

ARTICLE 5 - PERSONAL PROPERTY REIMBURSEMENT

5.1 Personnel Property Reimbursement Claims

Upon recommendation of the Department Head, 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. In accordance with the foregoing, the County and the Association agree that personal property customarily used by employees in the performance of special duties, such as divers' equipment and gear and watches appropriate for divers and helicopter pilots and observers, shall be considered as "trade or crafts tools" as provided for in Board of Supervisors

Resolution No. 56420. The County and the Association further agree that the Resolution No. 56420 requirement of the County and the Association to agree upon an inventory of such personal property used on duty is satisfied when the employee affected and the employee's supervisor, or other designee of the Department Head, agree upon the personal property to be included in an approved inventory.

- 5.2 Personal Property Reimbursement Supplement - Damage to Employee Vehicles
The County will continue to make partial reimbursement for vehicle damage in accordance with Board of Supervisor's Resolution 90-0721 dated April 24, 1990.

ARTICLE 6 - EMPLOYEE RIGHTS

- 6.1 Personnel Files

An employee shall have the right to inspect and review any personnel file or record relating to his 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 contained therein with which he disagrees. Such response shall become a permanent part of the employee's personnel file. The employee shall be responsible for providing the written responses to be included as part of the employee's personnel file. At his request, an employee shall be provided one copy of any document placed in the employee's personnel file. No employee shall have any comment adverse to his interest entered in his personnel file without the employee having first read and signed the document containing the adverse comment, except that such entry may be made if after reading the document the employee refuses to sign it. Should an employee refuse to sign, the fact shall be noted on the document. The County and Association agree that Personnel files and records are confidential. It is further understood and agreed that reference letters and background investigations are exempt from review by the employee or the Association. Should an employee wish to have Association or a non-Association representative review his personnel file and/or records in the employee's absence, he will provide Association or non-Association representative with a signed letter indicating the employee's consent to have his file and/or records reviewed. The Association or non-Association representative shall present said consent letter to the employee's Department Head or his designee prior to reviewing said employee's file and/or records. All personnel files and records are and remain the property of the County. Each Department Head shall keep one

personnel file for each employee in the bargaining units covered by this Memorandum of Understanding. Time for inspection and review of such files and/or records shall be available to the employee at any reasonable time during the regular business hours of the County.

6.2 Safe Conditions

The County is concerned with the employee's safety and the availability of safe working places and conditions for its employees. The County will endeavor throughout the term of this Memorandum to provide and maintain a safe place of employment for its employees. On behalf of the employees it represents, the Association agrees that it is the duty of all employees in the course of performing their assigned duties to be alert to all unsafe places, equipment, and conditions, and to report any such unsafe practices or conditions to their immediate supervisor.

ARTICLE 7 - SALARIES AND ADMINISTRATION OF THE SALARY SCHEDULE

7.1 Salaries

a. Salary ranges shall be as specified in Appendix A for each classification contained within the unit represented by the Association. Salary ranges reflect a general increase at the "A" Step of three and one-quarter percent (3.25%) for all classifications effective September 25, 2007.

b. Salary Equity

An equity increase of 5.96%, one-half (2.98%) effective September 25, 2007 and one-half (2.98%) effective March 25, 2008, will also be reflected in the salary range for represented classes.

7.2 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.

7.3 Advanced Step Upon Employment

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 Department Head with approval of the County.

7.4 Reappointment Consideration

Any full-time or part-time employee who resigns in good standing, and who is reappointed on a full-time or part-time basis in the same class or a closely related class in the same salary range or in a lower salary range within two years after resignation may, upon approval by the County, be paid at any step in the appropriate salary range, but not 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 step paid at the time of resignation.

7.5 Extra-Help to Permanent Appointment

An extra-help employee who is appointed to an allocated part-time or full-time position in any class and without a break in service, shall be paid at a step which is nearest in amount to that of the step received in the class held immediately prior to such appointment. Employment at a higher salary step not to exceed the maximums of the range may be authorized upon recommendation of the Department Head.

7.6 Salary Upon Restoration

Any full-time or part-time employee displaced, laid off, or voluntarily demoted in lieu of layoff and reappointed within two 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.

7.7 Salary Upon Promotion

Except as otherwise provided herein, any full or part-time employee who is promoted to a position in 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 (5) percent 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 7.21.

7.8 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.

7.9 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.

7.10 Salary Upon Involuntary Demotion

A full or part-time employee, to whom the circumstances described in Article 7.9 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 (5) percent 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.

7.11 Salary Upon Voluntary Demotion

A full or part-time employee, to whom the circumstances described in Article 7.9 above do not apply, who is demoted voluntarily or who is displaced as a result of layoff to a position in 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.

7.12 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 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.

7.13 Salary Upon Transfer

A full-time or part-time employee may transfers from one allocated position to another allocated position in the same class or in another class having a salary range within a maximum of plus or minus two and one half percent (2 1/2%) of the employee's current salary range as long as the employee meets the minimum qualifications of the new class.

7.14 Salary Upon Reallocation of Class

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

7.15 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.

7.16 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 Article 7.7 if the incumbent is appointed to fill the position.

7.17 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 Article 7.11, 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.

7.18 Merit Advancement Within Salary Ranges

Merit increases within a range shall not be automatic. They shall be based upon merit and shall require a written performance evaluation with a minimum satisfactory overall rating. An employee with a less than satisfactory overall rating on the employee's most recent performance evaluation shall not be eligible for a merit increase until the employee receives an overall rating of satisfactory. The performance evaluation shall be reviewed by the employee's department head or Department Head and approved in writing prior to the granting of any merit increase. 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 rate.

7.19 Performance Appraisals

Performance appraisals of full-time and part-time employees which deny a merit salary increase or have an overall rating of "unsatisfactory" may be grieved at the employee's option through the 3rd step of the Grievance Procedure established under this Memorandum for a final decision.

7.20 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 same class exclusive of overtime equals 1040 hours. Thereafter, an employee shall be considered for subsequent merit increases when the employee accumulates 2080 hours pay status, exclusive of overtime.

7.21 Effective Date of Merit Increase

If the employee's date of eligibility for a merit increase occurs during the first 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 7 calendar days of the payroll period, the merit increase shall be effective the first day of the following pay period.

7.22 Salary Upon Temporary Promotion

An employee assigned by the Department Head to perform the full range of duties of a higher classification to fill a vacancy caused by resignation, termination, promotion or an approved leave of absence, who meets the minimum qualifications of the higher classification, and who serves continuously in such assignment for more than 12 consecutive days of work, shall be paid retroactive to the first hour worked and thereafter according to the salary of the range for the new class which would constitute an increase in salary at the step most closely equivalent to five (5) percent 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. All other benefits to which an employee is entitled under the terms of this MOU shall continue and no additional benefits will be provided to employees temporarily assigned to a higher class.

7.23 Subsequent Reassignment

An employee subsequently reassigned within 12 months of the beginning date of the initial assignment to fill a vacancy in a higher position must serve in such

capacity for more than three (3) consecutive days of work prior to receiving the salary provided in 7.22 above.

7.24 Initial Salary Adjustments

The County and the Association agree that, following the Association's ratification of the new Memorandum, the Board of Supervisors will implement any changes in the Memorandum effective September 25, 2007.

The County will adjust the payroll to reflect the negotiated salary range changes effective with the pay period starting on the dates shown in Appendix A.

ARTICLE 8 - SPECIAL COMPENSATION BENEFITS

8.1 Special Compensation Premium Pays

Premium pays provided in this Memorandum 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 in this Memorandum or as required by law.

8.2 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 2.5% of employees base hourly rate for all compensation purposes, including overtime and retirement. Each eligible employee who has been awarded a valid advanced certificate shall receive 5% of employees base hourly rate for all compensation purposes, including overtime and retirement. The payments set forth in this Article 8.2 shall become effective at the beginning of the first full pay period following the 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.

8.3 Phone Work Compensation

With the department head's approval, an employee may be called upon to resolve work related problems by telephone without having to return to the work site. Such work shall be treated as time worked. Compensation for such work shall be a minimum of one hour of pay for any and all telephone calls received or made within that one hour period. In the event a later telephone call is received after the prior one hour of telephone work time, and the call required the employee to again resolve work related problems by telephone, employee shall be paid for an additional one hour of pay for all telephone calls received within that hour.

ARTICLE 9 - BILINGUAL PAY

When a department head designates a position within the bargaining unit which requires bilingual skills on the average of at least 10 percent of the employee's work time, such a designated employee shall first demonstrate a language proficiency of job-related terminology acceptable to the department head and the Human Resources Director. Thereafter, the employee shall be entitled to the payment of 95 cents (\$.95) per hour for all hours actually worked, effective the second full pay period of this MOU. Use of bilingual skills shall include time spent translating, answering phone calls, performing research, speaking with or writing to clients in a language other than English.

ARTICLE 10 - MILEAGE REIMBURSEMENT

An employee who is authorized to use a personal motor vehicle for travel required in the performance of County work shall be reimbursed at the standard IRS business mileage rate.

ARTICLE 11 - DEFERRED COMPENSATION & RETIREMENT

11.1 Deferred Compensation - Voluntary Program

The County agrees to maintain the current voluntary deferred compensation plan for bargaining unit members eligible under federal law and the rules of the deferred compensation plan.

11.2 Deferred Compensation - County Paid Program

The County will continue the County-paid deferred compensation plan for bargaining unit members eligible under federal law and plan rules. For each bargaining unit employee the County shall deposit 1.0 percentage of the employee's biweekly base salary into the employee's deferred compensation account.

To receive such deferred compensation, such employees must be in pay status for at least 50% of the employee's allocated full-time equivalent (FTE) position. County-paid deferred compensation under this subsection (11.2) shall be included in the calculation of retirement contributions.

11.3 414(h)(2)-Tax Deferred Retirement Contribution

All employees covered by this Memorandum who belong to the retirement system shall have their wages adjusted according to Section 414(h)(2) of the Internal Revenue Code which will have the effect of deferring Federal and State income taxes on the retirement contribution.

11.4 Retirement – Credit for Prior Public Service

In addition to any other retirement buyback provision, employees who are contributing members of the Sonoma County Employees' 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 3164.2, during the term of this MOU.

11.5 3% at 60 Retirement Program

Effective June 22, 2004, the 3% at 60 enhanced retirement program will be available to represented employees who are contributing general members of 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. Both parties understand that State law required that the 3% at 60 benefit be implemented for all general members on the same date.

On the above date, represented general members of SCERA will begin contributing an additional 3.03% of any compensation from which retirement deductions are

required to be made under the 1937 Act to their employee retirement account. This additional contribution shall be deducted from the employees' compensation pretax and shall become part of the accumulated retirement contributions of the employees. This contribution to defray the cost of the unfunded accrued actuarial liability for any past service due to the enhanced retirement programs will continue unless modified by a subsequent agreement between the County and the SCPDIA. The amortization period for funding the unfunded accrued liability for any past service due to the enhanced retirement program described above has been established by SCERA to be twenty (20). Represented employees also will pay a pretax statutory contribution of approximately 1% to 1.25%, contingent upon age of entry into the retirement system. Additionally on this date, one percent (1%) of the employer-paid deferred compensation (457) contribution will cease and will be re-directed during this twenty-year period to pay one percent (1%) of the normal retirement cost going forward. Additional savings from the County Health Plan revisions are also directed to fund the normal cost above.

ARTICLE 12 - DIRECT DEPOSIT

The County will continue to make a deposit of a participating employee's pay checks directly to a single bank or savings and loan checking account or credit union share draft accounts. The effective date of deposit will be one day after the regularly scheduled date of payroll issue.

ARTICLE 13 - HOURS AND OVERTIME

13.1 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 the normal maximum hours each employee is to be regularly scheduled, as long as there is sufficient work.

13.2 Types of Employment

Full-Time

An allocated position which is regularly scheduled for 80 hours of work in a bi-weekly pay period.

Part-Time

An allocated position which is regularly scheduled for less than 80 hours of work in a bi-weekly pay period.

Extra-help

A non-allocated assignment of duties which are defined in the Civil Service Rules.

13.3 Work Schedules

The County reserves the right to establish and modify individual work schedules consistent with this Memorandum.

13.4 Flex-Time Schedule

The County reserves the right to utilize a flex-time schedule. Employees assigned to a flex-time schedule will be eligible for overtime only when the hours worked exceed 80 in a pay period or as otherwise required by law. The County reserves the right to discontinue the flex-time schedule and reassign an employee to a normal daily work schedule based on the operational needs of the department.

13.5 Posting of Work Schedules

For the convenience of employees, work schedules will be posted in advance.

13.6 Work Schedule Change

The County reserves the right to establish and modify work schedules. Except in cases where emergency operations require less notice, a notice of change in an individual's work schedule arising from other than transfer or promotion shall be given to the affected employee not less than seven (7) calendar days prior to the effective date of the schedule change. Failure to give the seven (7) day notice to a full-time employee shall entitle the affected employee to overtime compensation for all hours actually worked on the new schedule until seven (7) calendar days notice is given. If any full-time employee has been given seven (7) calendar days advance notice of a shift change and the shift change results in the employee doubling back to work the new shift after leaving the work site, all hours worked on the new shift within the employee's same work day as the former shift will be paid at the employee's base rate, not at overtime, except as otherwise required by law. Part-time employees shall not be paid overtime for changes in schedule unless it

results in an employee working over a normal work shift (8 or 10 or more hours) in a regular work day or over 80 hours in a pay period. The term "emergency operations" shall be construed to mean 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 or the public it serves, but "emergency operations" shall not be construed to mean situations where the County knew in advance of non-emergency situations and could have reasonably planned for any work schedule change necessary to adequately cope with the situation.

13.7 Statutory Overtime for the Non-Exempt Employee

Overtime for the non-exempt employee is divided into statutory overtime and non-statutory overtime. Statutory overtime is overtime that is required by law. Currently, for the non-sworn, non-exempt employee it is defined as all hours worked in excess of 40 hours in a regular 7 day work period. Statutory overtime for the sworn, non-exempt employee is defined as all hours worked in excess of 86 hours in a 14 day work period (which currently coincides with the pay period).

13.8 Non-Statutory Overtime

Non-statutory overtime for the non-sworn, non-exempt employee is defined as hours in pay status in excess of 40 hours in a 7 day work period. For the sworn, non-exempt employee and for the exempt employee, non-statutory overtime is defined as hours in pay status in excess of 80 in a regular 14 day work period. Non-statutory overtime for all employees is also defined as hours in pay status in excess of the normal full-time daily work shift established by the Department Head or any other circumstance except Article 13.6 where overtime pay is provided in this Memorandum.

13.9 Assignment of Overtime

A Department Head may require and authorize an employee to work overtime if such overtime is essential to the continuing efficient operation of the department in which the employee works. No employee shall work overtime unless authorized by the employee's designated supervisor.

13.10 Overtime Earned

Overtime shall be earned at the rate of one and one half (1-1/2) hours for each one (1) hour of overtime worked.

13.11 Overtime Compensation

Exempt employees shall be compensated for accrued overtime either in cash at the employee's base hourly rate or as compensatory time off. Non-exempt employees shall first be compensated for statutory overtime in cash at the employee's regular rate of pay. Additional overtime earned by the non-exempt employee shall be compensated either in cash at the employee's base hourly rate or as compensatory time off. The employee assigned to overtime shall make a choice whether to be compensated in cash or in compensatory time until a maximum of forty (40) hours of compensatory time have been accrued. The Department Head in each County department has the right to specify how an employee will be compensated for overtime after (40) hours of compensatory time have been accumulated and until a maximum of eighty (80) hours of compensatory time have been accumulated. When eighty (80) hours of compensatory time are accumulated, the department will compensate the employee in cash for any additional overtime worked.

13.12 Approval for Compensatory Time Off

No employee shall take compensatory time off without prior approval of the employee's Department Head. The Department Head shall attempt to schedule such time off at the time agreeable to the employee.

13.13 Requests for Compensatory Time Payments

Each employee may request payment for any or all of the employee's current balance of compensatory time off with the employee's normal pay for any pay period.

13.14 Compensatory Time Payment at Separation

Each employee who is separated from County service shall be entitled to payment for accrued compensatory time at the employee's base hourly rate at the time of the employee's separation.

13.15 Half-Time Pay Provision

If overtime compensation causes an employee's total regular hours in a pay period to be less than the employee's ongoing schedule then the overtime hours shall be compensated at straight time and the employee shall receive half-time

compensation at the base hourly rate in cash or in compensatory time off, in accordance with 13.11.

13.16 Overtime Not Cumulative

Overtime eligibility provisions are not cumulative. An employee shall not be entitled to multiple overtime compensation even though more than one overtime condition in this Memorandum may apply.

13.17 Non-Applicability of FLSA

In the event FLSA is rendered inapplicable to the County, either by legislative or judicial action, then the County shall, from the effective date of such action, consider all overtime as non-statutory and assign all employees to a 14-day regular work period.

ARTICLE 14 - CALL-BACK & STANDBY

14.1 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 hours pay at the applicable rate for all call-backs 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 required to appear in court in response to a valid subpoena in their off-duty time shall receive a minimum of three hours of overtime. Any payment for overtime shall be in accordance with the provisions of Article 13. 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.

14.2 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.

ARTICLE 15 - HEALTH AND WELFARE

15.1 County Offered PPO Medical Insurance Plans – Effective October 2007

COUNTY HEALTH PLAN #2

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

COUNTY HEALTH PLAN #3

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

15.2 County Offered HMO Medical Insurance Plans – Effective October 2007

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

Benefit Type	Co-pay
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

15.3 Contributions Toward Medical Insurance for Employees

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

- a. For fiscal year 2007-2008, the County shall contribute eighty-five percent (85%) of the total premium of any medical plan offered.
- b. Beginning fiscal year 2008-2009, the County shall contribute a set dollar amount equal to eighty-five percent (85%) of the total premium of the lowest cost medical plan offered for each level of coverage (employee only, employee plus one (1) dependent, and employee plus two (2) or more dependents), regardless of the medical plan selected;
 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 15.3(b) above, however;
 2. Any County contribution dollar amount for a higher cost medical plan that exceeds the contribution amount specified in Section 15.3(b), shall be frozen at the 2007/2008 County contribution dollar amount, until such time as the amount in Section 15.3(b), meets or exceeds that frozen contribution dollar amount.
 3. The County and the SCPDIA agree to implement the 85%, Y-rated plan, effective as soon as possible, including plan design changes implemented by the Board of Supervisors on April 10, 2007 through Resolution NO. 95-0926 for both active and retired bargaining unit members. The existing language and linkage currently found in Sections 15.16 (a), (b), and (c) concerning retiree and active health insurance premiums remain unchanged. For the term of this Agreement only, the County agrees to ensure that the "lowest cost plan" will have the same or substantially the same benefits and out of pocket costs to the employee as the Kaiser plan in effect on July 01, 2007. The open enrollment period will take place prior to the effective date of the health insurance changes, and all changes will be implemented as soon as practicable. Between September 11, 2007 and the effective date of the aforementioned plan and benefit changes, health insurance shall be provided as defined in the 2003-2007 MOU.

15.4 Medical Insurance Eligibility & Contributions for Retirees – Employed Before July 1, 1990

The following language in (a) was formerly contained in Section 15.16(a) as referenced in 15.3 (b) (3) above.

- a. Currently, the County contributes to the cost of a health plan for its retirees and their dependents. For any employee who is newly hired or rehired by the County or any other agency covered by this Memorandum after July 1, 1990, this benefit shall only be available upon the employee's retirement under the circumstances described herein.
- b. Permanent employees hired before July 1, 1990, who were subsequently laid off and restored after July 1, 1990 as a permanent employee, are eligible to receive County contribution towards the cost of a County offered medical plan for the eligible retiree and their eligible dependent(s), if they meet the following conditions:
 1. Are continuously employed without a break in service before retirement, and
 2. Are a contributing member to Sonoma County's Retirement System.

15.5 Medical Insurance Eligibility & Contributions for Retirees – Employed After July 1, 1990

The following language in (a) and (b) was formerly contained in Sections 15.16 (b) and (c) as referenced in 15.3 (b) (3) above.

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

rehired before July 1, 1990. The retiree may enroll eligible dependents in the group health plan covering the retiree, but the retiree is responsible for the total dependent(s) premium(s).

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

15.6 Surviving Dependent of Retiree with Medical Insurance

Upon the death of a retiree enrolled in the County offered medical plan, who retired after March 7, 2000, the County will continue to pay the health plan premium contribution for one eligible surviving dependent who is already receiving the County contribution for their medical insurance under Article 15.4 or 15.5.

15.7 Dental Benefits

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

Employee Contribution: \$11.00 per pay period

15.8 Vision Benefits

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

accordance with Section 15.11.

15.9 VDT (Video Display Terminal) Optical Benefit

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

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

15.10 Domestic Partner Medical, Vision, and Dental Coverage

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

15.11 Part-Time Employee Benefits

- a. Part-time employees shall be eligible to participate in a medical plan, vision plan and/or the dental plan on a prorata basis. Proration shall be based on the number of hours worked in the pay period.
- b. Part-time employees who began receiving full-time insurance benefits on or before June 30, 1983 shall continue to receive those benefits.
- c. A part-time employee covered under this MOU, whose regularly assigned work schedule is sixty (60) hours or greater in a bi-weekly pay period, shall receive medical, dental and vision coverage as if the part-time employee were a full-time employee. Said part-time employee shall receive life insurance and long-term disability insurance in accordance with the employee's regularly assigned schedule.
- d. Except for part-time employees referred to in this Section 15.11(c), part-time employees shall not be eligible to participate in the County's life insurance program.

15.12 Long-Term Disability

The County agrees to maintain a Long-term Disability Program as described in the plan document. The LTD Plan will include part-time employees (0.4 FTE minimum) and not require the exhaustion of an employee's sick leave before LTD benefits would be paid to an eligible employee. An employee who chooses to use sick leave after the 60th day of disability will not receive any LTD benefits until the employee stops using sick leave. Sick leave cannot supplement LTD benefits. The waiting period for benefit eligibility will be 60 calendar days and the maximum benefit level for any claim will be equal to but not exceeding 66-2/3 percent of an employee's base salary using the salary ranges shown on Appendix A up to a maximum of \$7,000 per month. The benefit for part-time employees will be 66-2/3 percent of the average base salary over the last 26 pay periods or the employee's most recent continuous County service, whichever is less. The cost of the LTD program will be entirely paid by the County during the term of this Memorandum. Effective at the earliest possible date after adoption of this MOU, benefit duration will go to age 65 for both injury and illness.

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

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

15.14 Medical/Pregnancy Disability Leave

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

of the thirteen (13) pay periods, the County will provide reasonable advance notice of the employee's obligations regarding the opportunity to continue employee-paid benefits.

An employee who returns to work from medical or pregnancy disability leave without pay prior to the exhaustion of the thirteen (13) pay periods or entitlement under this Section shall not have the thirteen (13) pay period entitlement reduced for any pay period in which the employee is in pay status for at least fifty percent (50%) of the employee's allocated full-time equivalent as specified in this Section 15.14 (Medical or Pregnancy Disability Leave). If the employee returns to medical or pregnancy leave without pay for the same condition, the thirteen (13) pay period time frame will continue where it left off and will be reduced only for those pay periods when the employee's pay status hours fall below fifty percent (50%) of the allocated full-time equivalent.

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

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

15.15 Employee Notification Obligations

An employee who is entitled to continued benefit coverage as specified in 15.13 and 15.14 must notify the Auditor-Controller no later than five (5) County business days after the first (1st) day of the leave of absence, of the employee's intent to continue insurance coverage. The employee must apply for a leave by completing a Leave of Absence Form.

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

Only one (1) reminder notice will be sent. If the employee fails to make proper payment to the Auditor-Controller by the end of the second (2nd) pay period, the employee's continued health, dental, vision, life insurance and LTD coverage shall be terminated. Under no circumstances will the County be obligated to pay premiums for dependent coverage under Sections 15.12 and 15.13.

15.16 Temporary Disability Indemnification

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

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

15.17 Plan Documents and Other Controlling Documents

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

15.18 Participation

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

15.19 Salary Enhancement Plans

The County shall allow all eligible employees:

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

All of these salary enhancement plans are administered by the County in accordance with applicable Federal and State laws and, as such, are not subject to Article 27 (Grievance Procedure) of the Memorandum.

15.20 Layoff Health Insurance

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

15.21 Special Employee Assistance Program

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

15.22 Claims Disputes with County Health Plan

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

15.23 Claims Disputes with Dental and Vision Plans

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

15.24 Claims Disputes over LTD

County Self-Insured Plan: Any dispute by an employee over a claim processed under the County's Long Term Disability (LTD) plan shall be appealed to the Risk

Management Division of the Human Resources Department for a final County decision.

15.25 Claims Disputes with HMOs

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

15.26 Workers' Compensation Claims Disputes

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

15.27 Law Enforcement EAP Claims Disputes

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

ARTICLE 16 - LIFE INSURANCE

The County shall provide, at no expense to the employee, a term life insurance plan in the amount of \$25,000. The employee may purchase or continue to purchase supplemental coverage based on the base coverage amount of \$25,000 under the terms of the term life insurance policy for employees covered under this Memorandum. This benefit is for full-time and part-time employees who are regularly scheduled to work 60 hours or more per pay period. 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. Details of coverage and eligibility shall be as specified in the insurance contract. An employee enrolled in supplemental coverage who moves from one

age bracket to the next will pay the new premium rate beginning January of the year in which he/she moves to the higher bracket.

ARTICLE 17 - HOLIDAYS

17.1 Paid 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 employee's regularly scheduled workdays before and after the holiday.

17.2 Scheduled Holidays

- (1) New Year's Day, January 1
- (2) Martin Luther King's Birthday, the third 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 formally recognized by the Board of Supervisors of the County of Sonoma as a day of mourning, thanksgiving or special observance.

17.3 Floating Holiday

In lieu of an additional holiday, each employee who is in pay status both the last working day of June and the first working day of July shall be granted eight (8) hours of compensatory time each fiscal year of the agreement. The floating holiday may be taken as time off on a day mutually agreeable to the employee and the employee's department head, 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 17.7, below.

17.4 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 Articles 17.2 and 17.3.

17.5 Compensation for Holidays

A full-time employee whose assigned work schedule includes neither the scheduled holiday nor the observed holiday, shall receive 8 hours of compensatory time. All other full-time employees whose regular assigned work schedule includes either the scheduled holiday or the observed holiday shall receive 8 hours at their base hourly rate of pay.

17.6 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.

17.7 Part-Time Employees

Any part-time employee shall, for each holiday in the pay period, receive holiday pay equivalent to 1/10 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) exceed the hours regularly scheduled to be worked, the employee shall receive holiday pay equivalent to 1/10 of an hour for each hour in pay status (excluding the holiday benefit).

17.8 Holiday Pay Maximum

Holiday pay shall not exceed 8 hours for each holiday.

ARTICLE 18 - VACATION

18.1 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 18.3.

18.2 Part-Time Employees

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

18.3 Accrual

Each employee who has completed the following inservice hours shall accrue vacation leave at the appropriate rate shown below. Inservice hours include all hours in pay status excluding overtime. Rates shown below will be adjusted to reflect any unpaid time in each pay period.

<u>YEARS OF COMPLETED FULL-TIME SERVICE</u>			<u>RATE FOR 80 INSERVICE HOURS OF COMPLETED SERVICE</u>			<u>MAXIMUM INSERVICE HRS. PER PAY PERIOD</u>	<u>ACCUMULATED HOURS</u>
0	through	2	0.0	to	4174.2	3.07	310
2	through	5	4174.3	to	10435.6	3.68	310
5	through	10	10435.7	to	20871.2	4.60	310
10	through	15	20871.1	to	31306.8	5.83	310
15	through	20	31306.9	to	41742.4	6.75	310
20	through	25	41742.5	to	52178.0	7.36	310
25	or	greater	52178.1	or	more	7.67	310

18.4 Reappointment

Each employee with 10435.6 inservice hours (five or more years) who resigned in good standing and is reappointed within two years, shall be credited with 4174.2 inservice hours (two years) for purposes of new vacation accrual.

Each employee who is laid off and who is reappointed within two years, shall be credited for vacation accrual purposes with the same number of inservice hours as the employee had accrued at the time of lay-off.

18.5 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 designee. No employee may take vacation leave in advance of that actually accumulated at the time such leave is taken.

18.6 Payment for 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 separation.

18.7 Vacation Buyback

Each employee may request during any pay period and receive payment at the base hourly rate for up to 80 hours per calendar year of accrued vacation leave, provided there is a minimum remaining balance of 80 hours following payment.

Effective March 3, 2003, all buybacks will be subject to an 80 hour maximum in a twelve (12) month period.

ARTICLE 19 - SICK LEAVE

19.1 Accrual

Each full-time employee shall accrue and accumulate sick leave at the rate of 3.680 inservice hours for each completed eighty hour pay period of service. Inservice 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 prorata basis. Usage and accrual of said benefits shall be governed by the same rules and regulations applicable to full-time employees.

19.2 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 or 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 loco parentis to the employee when the employee was a child. A biological or legal relationship is not necessary for a person to have stood in loco parentis to the employee as a child.) Sick leave under this paragraph (d) shall not exceed 48 hours per occurrence unless extended by joint action of the employee's department head and the Director of Human Resources by reason of exceptional hardships.

19.3 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 48 hours or less duration, and shall be required for sick leave use of more than 48 hours duration.

19.4 Sick Leave Conversion

Employees with sick leave balances may convert to cash or compensatory time as follows:

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 80 hours sick leave must remain in accrual after conversion. Measurement of use is based on the 26 pay periods paid in the prior calendar year. Conversion shall be exercised during the second pay period in January of each calendar year, 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.

19.5 Sick Leave Payoff Upon Separation/Conversion at Retirement

a. Sick Leave Payoff Upon Separation

Each employee who separates from County service voluntarily or by non duty related death, lay-off, or retirement for reason other than disability, shall be entitled to payment of the monetary equivalent of 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.

b. Sick Leave 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 at the time of retirement to retirement service credit as provided by Government Code Section 31641.03. This benefit will be implemented by the Board of Supervisors through an amending ordinance to include eligible employees in the bargaining units represented in this Memorandum of Understanding under the provisions of Ordinance 3807.

The provisions of Section 19.5.b. shall not be used in conjunction with Section 19.5.a. (Sick Leave Payoff Upon Separation) of this MOU.

19.6 Sick Leave Payoff at Disability Retirement

Each employee separated from County service by retirement for disability or duty related death shall be entitled to payment at such employee's base hourly rate for all unused sick leave remaining to such employee's credit as of the time of separation or duty related death.

19.7 Family Leave

Each eligible employee is entitled to Family and Medical Leave as provided by the Family & Medical Leave Act (FMLA) and California Family Rights Act (CFRA), as amended. These leaves run concurrently, as provided by law. A full-time or part-time employee with at least one year of County service and 1,250 hours of service during the previous 12 month period may request up to 12 work weeks of Family Care Leave (Leave Without Pay) within a 12 month period. In some circumstances, an extra-help employee may be eligible for Family Care Leave. Reason for the Leave may be the birth or adoption of a child or the placement of a foster child (within one year of the event) or the serious illness of a child, spouse or parent. Child is defined as a biological, adopted or foster child, stepchild, 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, stepparent or legal guardian (does not include a parent-in-law). If both parents are County employees, the aggregate family care leave may be limited to 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 illness. Under those circumstances, each of the employees would be entitled to 12 weeks of Family Care Leave.

If an employee requests a paid or unpaid leave of absence for any reason which qualifies under FMLA/CFRA, the requested leave of absence shall run concurrent with the employee's FMLA/CFRA entitlements.

The appointing authority shall grant such Leave Without Pay in addition to the paid sick leave provided for in Article 19.2 upon submission of reasonable

documentation. An employee may request to use accrued vacation and comp time as part of the leave but no accrued sick leave can be required as part of the leave, except in the case of the employee's own serious health condition. The County shall continue its contribution towards the health plan premium for up to 12 work weeks of the leave. Thereafter, the employee must pay the total benefit premium if the employee desires to continue insurance coverage under Article 15.9. Nothing in this section shall preclude the use of medical or pregnancy leave in Article 15.10 when the employee is medically incapacitated or disabled. Family Care Leave is a separate leave from a Maternity Leave.

If the event necessitating the leave becomes known to the employee more than 30 calendar days prior to the employee's need for the leave, the employee shall provide 30 days written advance notice to the appointing authority. If the event becomes known to the employee less than 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 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 policy summarizes California law regarding Family Leave as provided in Government Code, Section 12945.2.

ARTICLE 20 - 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 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. 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 21 - NON-DUTY COURT LEAVE

These provisions do not apply to an employee whose appearances are in the line of duty. 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 are 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 22 - 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 23 - 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 24 - 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.

ARTICLE 25 - 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 with the County of Sonoma 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 or extra-help positions which will, in combination, provide for more than 80 hours of regularly scheduled work in any one bi-weekly pay period.

ARTICLE 26 - STAFF DEVELOPMENT

26.1 Tuition and Textbook Reimbursement

Full-time and part-time employees in permanently allocated positions are eligible for Tuition and Textbook Reimbursement. An employee may request reimbursement for expenses associated with a course or courses, including related travel, meals, and lodging, or departmental promotional materials approved by the Department Head. When an employee requests reimbursement for a course, satisfactory completion must be demonstrated. In addition, with department head approval, an employee may request reimbursement for the following purposes: fee payment for professional licenses or certifications which are required for employment in the employee's classification; membership fees in professional or technical organizations which are directly related to the employee's current classification; directly related professional or technical journals; cassettes; books; video tapes; educational or reference material in a digital format, i.e., CD-ROM or diskette, that would be installed on a personal computer excluding commercial application software and programs, which are directly related to the employee's current

classification. Software shall not be loaded on County equipment without conformance with County computer policies.

No reimbursement shall be authorized for employees who receive or are authorized to receive tuition reimbursement from another source. Full-time employees may receive reimbursement under this provision for expenses up to \$400 in any one fiscal year. Effective the first pay period in March, 2007 the eligible reimbursement amount is increased to \$500 for any one fiscal year. Part-time employees may receive reimbursement under this provision for expenses up to \$200 in any one fiscal year. Effective the first pay period in March, 2007 the eligible reimbursement amount is increased to \$250 in any one fiscal year. Such requests shall be limited to expenses totaling not less than \$40.00; at the end of the fiscal year, any claims which do not meet the \$40 minimum will be accepted for payment. All requests for reimbursement must be submitted by the fiscal year deadline, as determined by Risk Management.

Each full-time employee may roll over a maximum of \$200 each fiscal year and each part-time employee may roll over a maximum of \$125 each fiscal year.

26.2 Educational Expenses for Supervisory Units

In accordance with the provisions in Section 26.1 above, each full-time supervisory employee shall be entitled to \$490 in each fiscal year; effective the first pay period in March, 2007 the eligible reimbursement amount is increased to \$590 in any one fiscal year. Each part-time supervisory employee shall be entitled to \$265; effective the first pay period in March 2007 the eligible reimbursement amount is increased to \$315 in each fiscal year. This amount may be used for the purposes described in 26.1 above, and additionally for costs of books or travel, registration, meals and lodging for seminars and conferences which are directly related to the employee's present job. Each full-time employee may roll over a maximum of \$200 each fiscal year and each part-time employee may roll over a maximum of \$125 each fiscal year.

26.3 Combined Use - Staff Development and Physical Fitness/Examination

- a. Full-time and part-time non-supervisory employees may apply up to the total Physical Fitness and Examination (Article 27) reimbursement amount

per fiscal year for Staff Development reimbursement (as described in Article 26.1 above).

- b. Full-time and part-time supervisory employees may apply up to the total Physical Fitness and Examination (Article 27) reimbursement amount per fiscal year for Staff Development reimbursement (Article 26.2 above).

ARTICLE 27- PHYSICAL FITNESS AND EXAMINATION

The County and the Association agree to maintain the physical fitness program for all employees covered by this Memorandum. The County will make available \$350 per year for each eligible full-time employee and \$175 per year for each eligible part-time employee who participates in the program. The amounts specified above shall be disbursed in accordance with the standards of the program, as modified by this Memorandum. Each eligible employee shall affirm in writing on a form mutually agreed upon that the employee will use the annual allowance for the following:

- a. To purchase membership or admittance in a health club or physical fitness facility and programs/services provided to pursue a regular, meaningful program of personal physical fitness improvement or to maintain a good to high standard of personal physical health.
- b. Reimbursement for wellness testing, smoking cessation, stress reduction and weight reduction programs, not covered or offered in an employee's County health plan.

Membership fees are approved for program cost reimbursement; purchase of products and literature are not approved.

ARTICLE 28- GRIEVANCE PROCEDURE

28.1 Purpose

County and Association agree to this Grievance Procedure in order to provide an orderly procedure to resolve employee grievances promptly. This procedure shall become available for grievances which occur after the Board of Supervisors adopts a resolution implementing this Memorandum.

Appendix B contains the Departmental Grievance Procedure, used for complaints concerning alleged violations or misapplications of one or more written departmental policies.

28.2 Definitions

- a. A grievance is a claim by an employee, a group of employees, or the Association on behalf of an employee(s), concerning the interpretation, application or an alleged violation of an expressed provision of this Memorandum. All other complaints are specifically excluded from this procedure including but not limited to, complaints which arise from the following: all disciplinary actions; all matters concerning employment examinations; all other matters subject to the jurisdiction of the Civil Service Commission; performance review appraisals or denial of a merit increase, except as provided in Article 7.19; provisions of the Fair Labor Standards Act; and any provision of this Memorandum specifically identified as not grievable.
- b. Day shall mean regular County business days, Monday through Friday, 8 a.m. to 5 p.m.
- c. A "grievant" shall mean an employee, a group of employees or the Association who in good faith has an actual grievance with County over a grievable matter as defined in 28.2 above. The Association may file a grievance without naming an individual employee in the grievance provided the grievance alleges a violation of a right or benefit granted the Association in this Memorandum.

28.3 Representation

At any step of the grievance procedure, the employee may represent him/herself, or may be represented by an Association representative who may be a County employee or a non-County employee.

28.4 Initiation Deadline

The grievance must be initiated within 10 days from the date of the action or occurrence giving rise to the grievance or within 10 days of when the grievant knew of or could have reasonably discovered such action or occurrence.

28.5 Time Limits

Time limits specified in each step of the procedure shall be strictly observed and may only be extended by mutual agreement of the parties in writing. Failure of a grievant to observe a time limit shall terminate the grievance. Failure of the party to whom the grievance is submitted to observe the time limits shall give the grievant the right to move the grievance to the next level.

28.6 First Step

The grievance shall first be discussed on an informal basis by the grievant with the employee's immediate supervisor within ten (10) days from the date of the action causing the grievance as provided above. The immediate supervisor shall respond within ten (10) days. Every effort shall be made by the parties to resolve the grievance at this level and may include conferences among supervisory or administrative personnel. Such discussions will be held whenever possible during the grievant's work hours.

28.7 Second Step Grievance

In the event the grievant believes the grievance has not been satisfactorily resolved, the grievant shall submit the grievance in writing, with a copy to the County's Employee Relations Manager, to the immediate supervisor within five (5) days after receipt of the immediate supervisor's response. The written grievance shall:

- a. Fully describe the grievance and how the grievant is/was adversely affected by the County;
- b. Set forth the specific section(s) of this Memorandum allegedly violated;
- c. Indicate the date(s) of the incident(s) grieved; and
- d. Specify the remedy or solution to the grievance sought by the grievant.

28.8 Second Step Response

The written grievance shall be responded to in writing by the immediate supervisor within seven (7) days from the time the written grievance is received. The supervisor shall send a copy of the response to the Employee Relations Manager. The written response shall include:

- a. A complete statement of the immediate supervisor's position and the facts upon which it is based; and
- b. The remedy or correction which has been offered, if any.

28.9 Third Step Grievance

If the grievant is not satisfied with the response at Step Two, the grievant may appeal the decision to the department head, with a copy to the Employee Relations Manager, within seven (7) days after receipt of the written response at Step Two.

28.10 Third Step Response

Within ten (10) days after receiving the completed grievance form, the department head or representative, shall meet with the grievant and thoroughly discuss the grievance. The department head shall give a written decision to the grievant within fifteen (15) days after the discussion and send a copy of the decision to the Employee Relations Manager.

28.11 Mediation

Prior to an arbitration hearing, the parties may mutually agree to request the assistance of a mediator from the State Conciliation Service in an attempt to resolve the grievance. The mediator shall have no authority to resolve the grievance except by written agreement of the Association and the County. In the event the grievance is not resolved, neither stipulations, admissions, settlement proposals nor concessions agreed to or offered during mediation shall be admissible in a subsequent hearing.

28.12 Arbitrable Grievances

A grievance which directly and primarily involves the application, alleged violation, or interpretation of this Memorandum, except as otherwise provided in this

Memorandum, 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.

28.13 Selection of Arbitrator

Following completion of the third step of the grievance procedure, if the grievance is subject to arbitration and remains unresolved, the Association 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. An arbitrator may be selected by mutual agreement of the Association and County. However, should the parties fail to mutually agree on an arbitrator, they shall make a joint request of the State Conciliation Service for a list of five qualified arbitrators. The arbitrator shall be selected from the list by the parties alternately striking names with the first strike determined by chance.

28.14 Arbitration Issues

The parties shall, within 30 days following the receipt of a written request for arbitration, exchange in writing their understanding of the questions to be submitted to arbitration. Thereafter, the parties to the arbitration shall use their best efforts to exchange a written summary of the evidence they intend to offer and to reach agreement on and reduce to writing the question or questions to be submitted to arbitration. The agreed upon question or questions, if agreement is reached, together with the exchanged summaries of evidence and a list of witnesses to be used by each side, shall be submitted to each other and the arbitrator five days prior to the arbitration hearing.

28.15 Arbitrator's Authority

The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of the Memorandum. He/she shall consider and make a decision with respect to only the specific issue submitted, and shall have no authority to make a decision on any other issue not so submitted. In the event the arbitrator finds a violation of this Memorandum, he/she shall fashion an appropriate remedy. The arbitrator shall have no authority to substitute his/her judgment for that of the County as to any matter within the County's discretion under this

Memorandum. The decision and award of the arbitrator shall be based solely upon the evidence and arguments presented to the arbitrator by the respective parties.

28.16 Binding/Non-Binding Decision

The decision of the arbitrator rendered consistent with the terms of this Memorandum shall be binding upon the Association. To the extent that the award of the arbitrator is not in excess of \$5,000.00 per individual grievant, it is binding on the County. To the extent that such award exceeds \$5,000 per individual grievant, it is advisory. If within sixty (60) days of receiving notice of decision and award requiring an expenditure in excess of \$5,000 per individual grievant, final action is not taken by the County to implement it, then the arbitrator's decision and award shall have no force or effect whatsoever as to the amount in excess of \$5,000 per individual grievant. The Association may then resort to a court of competent jurisdiction to pursue whatever other legal remedies are available to it under the provisions of this Memorandum. If the Association is the grievant, then the \$5,000.00 limit shall apply to each employee who has been identified by the Association and sustained by the arbitrator as employees directly affected by the grievance and the remedy sought and imposed.

28.17 Arbitrator's Decision Due

Unless the parties agree otherwise, the arbitrator shall render the decision in writing within 30 days following the close of the hearing. The decision of the arbitrator is final. If requested by either party, the decision shall be accompanied by findings of fact and conclusions of law.

28.18 Arbitration Expenses Shared

The cost of employing the arbitrator shall be borne equally by the parties to the arbitration. All other costs such as, but not limited to, attorney's fees and witness fees shall be borne only by the party incurring that cost.

ARTICLE 29 - EMPLOYEE ASSISTANCE PROGRAM

The County and the Association agree to continue the Employee Assistance Program to assist employees who are experiencing personal problems which the employee believes may be affecting his or her job performance. This program is available to all employees and employee participation in the Employee Assistance Program shall be voluntary,

confidential, and not used for, or considered in matters relating to, performance evaluations, discipline or promotions. Employees are responsible and accountable for maintaining satisfactory, job-related standards throughout and following any participation in the Employee Assistance Program.

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

ARTICLE 30 - NO STRIKE

30.1 Full Performance of Duties

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

30.2 Prohibited Activities

Accordingly, Association and the employees it represents agree not to engage in any prohibited activities during the term of this Memorandum, including but not limited to, work stoppages, strikes (including sympathy strikes), slowdown, sick-ins, or other such concerted activities against the County. Employees who engage in such prohibited activities may be subject to prompt and severe discipline up to and including discharge, subject to due process pursuant to the County's Civil Service Rules.

30.3 Association Responsibilities

The Association shall not be liable to the County for "wildcat" job action by the employees it represents. The Association shall use its best efforts to prevent any such "wildcat" job action and shall: encourage its members, at the earliest possible time, to discontinue the job action; immediately declare in writing delivered to the County and publicize that such job action is a violation of the Memorandum of Understanding and unauthorized; and direct its members in writing to cease such conduct and resume work.

30.4 Written Assurance

This promise by the Association is both a covenant and a condition precedent to the continuing performance by the County of any obligation whatsoever owed by the County to the Association or the employees it represents during the terms of this Memorandum. If the County is at any time uncertain of the Association's continued performance, it may demand, and Association will provide, written assurance of its continued good faith performance of this Memorandum.

30.5 No Lockout

The County agrees that it will not cause a lockout of employees during the term of this Memorandum. The parties agree that the term "lockout" does not apply to a layoff consistent with the rules of the Civil Service Commission nor to job-related discipline.

ARTICLE 31 - FULL UNDERSTANDING, MODIFICATION, ACKNOWLEDGMENT

31.1 Full Understanding

This Memorandum of Understanding sets forth the full and entire understanding of the parties regarding the matters set forth herein. All 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.

31.2 Acknowledgment

Except as provided herein, it is agreed and understood that the parties have met and conferred in accordance with their obligations under State law and the County's Employee Relations Policy in reaching this agreement and neither party shall be obligated to meet and confer over any provision of this agreement during its term.

31.3 Meet and Confer During Term of Memorandum

- a. If the County proposes during the term of this Memorandum to adopt a policy or course of action on matters within the scope of representation as defined by State law that are not covered by this Agreement, it will provide the Association with written notice of the proposed policy or course of action and offer to meet and confer over the proposal in accordance with state law and the County's Employee Relations Policy.

- b.
 1. If the County's proposal covers one or more of the following four matters, the County and the Association agree to meet and confer in accordance with state and County law and with the provisions as provided below:
 - (i) The assignment of groups of employees to work hours, work shifts and/or work schedules. An example of such a change would be if the County proposed to change the work schedule of employees from a 4/10 to a 5/8 schedule.
 - (ii) The assignment of employees between departments as a result of reorganization or a change in the mission or program of the department(s) involved. An example of such a change would be if the County proposed to move the Investigator staff from the Public Defender Department to the Social Services Department.
 - (iii) The use and assignment of county vehicles and/or personal vehicles of employees for work-related purposes. An example of such a change would be if the county proposed to assign all Investigators to take-home County vehicles.
 - (iv) Providing employees with meals or snacks. An example of such a change would be if the County proposed to charge employees for the cost of required meals or snacks produced or provided by the food service program in the Sheriff's Detention Division.
 2. The County will provide written notice to the Association with all relevant information it has pertaining to the proposal. The Association will have up to 15 calendar days from when it received the notice to inform the County in writing if it desires to meet and confer over the proposal. If the Association fails to notify the County within the 15 days, the County may implement the proposal without any further obligation to meet and confer with the Association. If the Association notifies the County within 15 calendar days of its desire

to meet and confer, then the County and the Association shall meet and confer in good faith over the proposal and all identified impacts arising from the proposal. Unless extended by mutual written agreement of the parties, the period for meeting and conferring shall be 60 calendar days from when the Association was properly notified of the proposal by the county. If an agreement is not reached by the 35th calendar day from the date the Association was notified, either party may declare an impasse by filing with the other party a written request for an impasse meeting, together with a statement of its position on all disputed issues. An impasse meeting shall then be held within two calendar days, at which time the County shall present an impasse statement including the proposal that it intends to implement after the 60th calendar day should further discussions fail to produce an agreement. If an agreement is not reached at the impasse meeting, if the parties so agree, the dispute may be submitted to the Board of Supervisors for determination. If they do not so agree, the dispute shall be submitted to mediation. If the parties fail to agree to submit the dispute to the Board of Supervisors, and fail to resolve the dispute through mediation within 10 days after mediation commenced, the parties may agree to submit the dispute to fact finding. If the parties fail to agree on fact finding, the dispute shall be submitted to the Board of Supervisors for such action, as in its legislative discretion, deems appropriate as in the public interest, if required under the County's Employee Relations Policy. In no event shall these dispute resolution procedures be applied by either party to extend the 60 calendar day period without mutual written consent of the parties.

If the County complies with this Article, it shall be deemed to have fully satisfied its obligation to meet and confer under state and local law over the issues covered therein.

This Article 31.3 (2) is not subject to the grievance procedure of this agreement (Article 28) in any way except for an allegation that the County failed to provide notice or acted before the 60 day period concluded. Any ruling by an arbitrator under this Article 31.3 (2) that is adverse to the County shall be limited to ordering the County to comply with the notice and/or time limits specified above.

31.4 Written Modifications Required

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 Association and the County, unless made and executed in writing by the parties, and if required, approved and implemented by the Board of Supervisors.

31.5 No Limitation on Authority of Civil Service Commission

Nothing in this Agreement 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 thereunder.

31.6 Non-Precedence

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 32 - INVALID SECTIONS

32.1 Invalid Sections

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

32.2 Separability

In the event of suspension or invalidation of any article or section of this Memorandum of Understanding, the parties agree, except in an emergency situation, to meet and confer within 30 days after such determination for the purpose of arriving at a mutually satisfactory replacement for such article or section.

ARTICLE 33- DISTRIBUTION OF MEMORANDUM OF UNDERSTANDING AND ENACTMENT

33.1 Distribution

The County will provide a copy of this Memorandum of Understanding to all employees covered by this Memorandum of Understanding.

33.2 Enactment

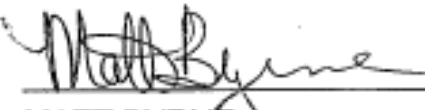
County and Association agree that any policy, procedure, rule regulation, benefit, premium pay or other form of compensation including salary that is changed or modified by the terms and conditions of this Memorandum of Understanding is hereby repealed in its entirety, and that this Memorandum is in full force and effect on the date the Board of Supervisors approves it. The below representatives agree to recommend to the Board of Supervisors the adoption of this Memorandum of Understanding:

COUNTY OF SONOMA

SONOMA COUNTY PUBLIC DEFENDER
INVESTIGATORS' ASSOCIATION



ANN GOODRICH



MATT BYRNE



ESTEBAN CODAS

Signed at Santa Rosa, California, this 15th, of January, 2008.

APPENDIX A

A 1.1 Employees in classifications in the Public Defender Investigators' Non-Supervisory bargaining unit shall be paid from the salary ranges as shown herein during the term of this multi-year Memorandum of Understanding. The adjustments to new salary ranges shall occur on the dates specified below.

A.1.2 Salary ranges effective September 25, 2007

UNIT 0055 – PUBLIC DEFENDER INVESTIGATORS

JOB CLASS		9/25/2007	9/25/2007	9/25/2007
NO.	TITLE	SALARY RANGE "A" STEP	MINIMUM (MONTHLY)	MAXIMUM (MONTHLY)
4180	SR PUB DEFENDER INVESTIGATOR	3969	\$6,903	\$8,390
4181	SR PUBLIC DEFEN INV INT POST*	4068	\$7,075	\$8,599
4182	SR PUBLIC DEFEN INV ADV POST*	4167	\$7,248	\$8,809
4193	PUB DEF INVESTIGATOR I	3232	\$5,621	\$6,834
4194	PUB DEF INVESTIGATOR I INT POS*	3309	\$5,755	\$6,995
4195	PUB DEF INVESTIGATOR I APV POS*	3391	\$5,898	\$7,169
4196	PUB DEF INVESTIGATOR II	3706	\$6,446	\$7,835
4197	PUB DEF INVESTIGATOR II INT PO*	3798	\$6,606	\$8,028
4198	PUB DEF INVESTIGATOR II ADV PO*	3890	\$6,766	\$8,223

A.1.3 Salary ranges effective March 25, 2008

UNIT 0055 – PUBLIC DEFENDER INVESTIGATORS

JOB CLASS		3/25/2008	3/25/2008	3/25/2008
NO.	TITLE	SALARY RANGE "A" STEP	MINIMUM (MONTHLY)	MAXIMUM (MONTHLY)
4180	SR PUB DEFENDER INVESTIGATOR	4087	\$7,108	\$8,641
4181	SR PUBLIC DEFEN INV INT POST*	4189	\$7,286	\$8,855
4182	SR PUBLIC DEFEN INV ADV POST*	4291	\$7,463	\$9,072
4193	PUB DEF INVESTIGATOR I	3328	\$5,788	\$7,035
4194	PUB DEF INVESTIGATOR I INT POS*	3408	\$5,927	\$7,204
4195	PUB DEF INVESTIGATOR I APV POS*	3492	\$6,074	\$7,383
4196	PUB DEF INVESTIGATOR II	3816	\$6,637	\$8,067
4197	PUB DEF INVESTIGATOR II INT PO*	3911	\$6,802	\$8,268
4198	PUB DEF INVESTIGATOR II ADV PO*	4006	\$6,968	\$8,468

NOTE: * = The titles listed do not represent Civil Service Classifications. These titles are shown for salary purposes only.

APPENDIX B

DEPARTMENTAL GRIEVANCE PROCEDURE

The following grievance procedure is available to employees in the Public Defender Investigators Non-supervisory bargaining Unit, represented by the Sonoma County Public Defender Investigators Association.

Section 1. DEFINITIONS:

- a. **GRIEVANCE.** A grievance is a complaint by an employee, a group of employees or the Sonoma County Public Defender Investigators Association (herein after, the "Association") on behalf of an employee(s) (all herein after referred to as a "grievant") represented by the Association concerning an alleged violation or misapplication of one or more of the written departmental policies affecting an employee's terms and conditions of employment and within the scope of representation as defined by Government Code 3504 and the County's Employee Relations Policy. All other matters are excluded from the definition of grievance and from this grievance procedure, including but not limited to:
 1. complaints concerning matters which are specifically covered by an existing Memorandum of Understanding (MOU) covering the grievant whether or not they are subject to any grievance or dispute resolution procedure thereunder;
 2. complaints, the resolution of which would require a change in or an amendment to law, ordinance, or the resolutions, rules or regulations of the Board of Supervisors;
 3. discrimination complaints which are subject to the County's Equal Opportunity Discrimination Complaint Procedure;
 4. dismissals, suspensions, and reductions in rank or compensation;
and

5. 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.** This grievance procedure is the method by which a grievant may seek management action to relieve or eliminate the grievance as defined above.
 - c. **GRIEVANCE APPEALS COMMITTEE.** A Grievance Appeals Committee of three members shall be a forum for consideration of grievances. Committee members shall be composed as follows:
 1. One person selected by the Association representing the grievant.
 2. The Director of Human Resources or designee.
 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 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 department head 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 a.m. to 5 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 Association which represents the grievant as a County employee. 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 a grievance proceeding or serving as a member of the Grievance Appeals Committee subject to the condition that before leaving the employee's usual duties the employee shall obtain the permission of the employee's 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 when the grievant first actually knew, or could have reasonably known of them. 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 employee's department which caused grievance; the written departmental policy allegedly violated by the

department; 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, oral decision with supporting reasons to the grievant within ten (10) 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 covered by this procedure and shall be readily accessible to all employees.
- b. Within five (5) days after receipt of the supervisor's oral 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 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 next higher level of supervision (identified by the department head) and to the grievant's department head within seven (7) days after receipt of the supervisor's decision. The functions of the department head hereunder may be performed by the department head's duly authorized representative.

- e. The person occupying the next higher level of supervision together with the department head, or representative, shall meet with the grievant within ten (10) days after filing of the appeal for discussion of the grievance. The grievant's department head shall complete the rest of the Step III "Department Head's Response" and return it to the employee within fifteen (15) days after such meeting. A copy of the department head's response and any attached grievance documents shall also be filed with the Human Resources Director.

- f. The grievant may appeal the decision of the department head by filing a written request for such appeal to the Human Resources Director within fifteen (15) days after receipt of the department head's decision. The Human Resources Director shall immediately deliver a copy of the written appeal to the grievant's department head. The grievant shall within three (3) days of filing the appeal submit to the Human Resources Director the name of the Grievance Appeals Committee member selected by the grievant or the Association. 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 department head's response did not satisfactorily resolve the grievance.

- g. To the extent possible, the Grievance Appeals Committee shall schedule the appeal for hearing to occur not later than ten (10) days from the date all three members of the Committee are selected and shall forthwith notify the grievant and the grievant's department head of the time and place at which the appeal will be considered. The Committee may reach and announce its advisory decision at the close of the hearing or it may retire and deliberate in private before announcing its advisory decision. In order to be properly reached, an advisory 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 reasoning of the decision. The Committee shall deliver, with proof of service, a copy of its advisory decision to the

department head, the grievant, the Association and the Human Resources Director within ten (10) days after conclusion of the hearing.

The decision of the Grievance Appeals Committee shall be advisory and not be binding on the department head. The decision of the Grievance Appeals Committee may not be appealed further through any grievance or appeal process established for Sonoma County employees.

Section 7. **ADDITIONAL RULES.** This grievance procedure shall be subject to the following additional rules:

- a. The time limitations herein specified may be extended only by written consent of the grievant and the department head. In the absence of such time extension, failure by a grievant to present the grievance or to appeal a decision within the time limits prescribed shall be deemed a resolution of the grievance. Failure of the management representative to meet with the employee or render a decision within the time limits herein specified shall justify appeal to the next step in the grievance procedure.
- b. An employee shall include all current grievances in one grievance. To the degree practicable, grievances shall not be duplicated. If several employees in a single department wish to present grievances which are the same or substantially similar, those grievances shall be joined into one.
- c. All meeting and hearings under this procedure shall be conducted in confidential and private sessions in order to protect the confidentiality of the matters under review.
- d. Any dispute or question as to whether a particular complaint or grievance by an employee is covered under this procedure shall not be subject to determination by the Grievance Appeals Committee.

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