

**MEMORANDUM OF UNDERSTANDING
2012**

BETWEEN THE
COUNTY OF SONOMA

AND THE

**ENGINEERS AND SCIENTISTS OF CALIFORNIA LOCAL 20
INTERNATIONAL FEDERATION OF PROFESSIONAL AND
TECHNICAL ENGINEERS, AFL-CIO & CLC
(ESC)**

FOR THE

HEALTH PROFESSIONALS, UNIT 75

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MEMORANDUM OF UNDERSTANDING

2012

ENGINEERS AND SCIENTISTS OF CALIFORNIA LOCAL 20

INTERNATIONAL FEDERATION OF PROFESSIONAL AND
TECHNICAL ENGINEERS, AFL-CIO & CLC

(ESC)

ARTICLE 1 - PREAMBLE

This Memorandum of Understanding between the duly appointed representatives of Sonoma County, referred to as "County", and the Engineers and Scientists of California Local 20, International Federation of Professional and Technical Engineers, AFL-CIO & CLC, hereinafter referred to as "ESC" or "Union", summarizes the agreement of each concerning wages, hours and other terms and conditions of employment for 2011-2012. The parties jointly agree to recommend to County Board of Supervisors the adoption of the Memorandum of Understanding, effective July 31, 2012 (date of Board adoption) unless otherwise specified. This Memorandum of Understanding shall apply only to those classifications listed within the bargaining unit under Article 3 Recognition.

ARTICLE 2 - DEFINITIONS

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

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

Base Hourly Rate: The hourly rate corresponding to the salary step in the salary range to which the employee is assigned.

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

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

Calendar Year: January 1 through December 31.

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

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

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

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

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

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

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

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

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

Employee Part-Time: An employee who is employed in an allocated position which is

regularly scheduled for less than eighty (80) hours of work per pay period. Unless otherwise specified in the Memorandum, the term "part-time employee" shall include both employee 3/4 part-time and employee part-time.

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

In-Service Hours: All hours in pay status excluding overtime.

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

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

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

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

Regular Work Day: A twenty-four (24) hour period containing a specified number of hours of work (normally no more than 8, 9, or 10 consecutive 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 or other economic benefits.

Salary Range: The salary level for any given classification. The salary range shall consist of nine (9) salary steps, each approximately two and one-half percent (2.5%) 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.

Split Work Day: A twenty-four (24) hour period containing no more than 8, 9, or 10 non-consecutive hours of work.

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

ARTICLE 3 - RECOGNITION

- 3.1 The County recognizes ESC as the sole recognized employee organization for the Health Professional Non-supervisory Bargaining Unit. The bargaining unit consists of all full-time and part-time employees in the classifications listed in Appendix A which is referred to and made part of this Memorandum.

- 3.2 Excluded from the bargaining unit are employees represented by another employee organization under the County's Employee Relations Policy, supervisory and confidential employees.

ARTICLE 4 - TERM OF MEMORANDUM

- 4.1 The following items shall constitute the complete and full agreement of the parties concerning wages, hours, and other terms and conditions for employees in the bargaining unit. The parties agree that all changes contained herein will become effective July 31, 2012 (upon adoption by the Board) unless otherwise specified. This Memorandum will expire and otherwise be fully terminated by 11:59 pm on December 31, 2012.
- 4.2 In the event the Union desires to negotiate a successor Memorandum of Understanding, it shall serve on the County by (to be determined), its written request to commence negotiations as well as its initial written proposals or interests, in the event both parties agree to participate in interest based bargaining, for any successor Memorandum of Understanding.

ARTICLE 5 – SALARIES

- 5.1 The salary ranges shown in Appendix A, of this Memorandum will be applicable to employees in this unit.
- 5.2 Salary Increases
There shall be no cost-of-living adjustment during the term of this MOU. Benchmark and Related Classifications including negotiated salary relationships are shown in Appendix B.
- 5.3 Hourly Cash Allowance
The County shall pay each permanent full and part time employee, in addition to their hourly regular earning rate from the salary schedule, a cash allowance of \$3.45 per pay status hour that the employee is in paid status excluding overtime, up to a maximum of eighty (80) hours in a pay period (or approximately a maximum of \$600.00 per month). Such hourly cash allowance is compensation for services rendered in that pay- period and shall be taken into account for the purposes of computing employees' final compensation for pension purposes, as well as all usual taxation as their regular earning rate from the salary schedule. It shall not be included on the salary schedule and shall not be impacted by future increases on the salary schedule. It is not intended as a supplement toward medical, dental, or any other insurance or benefit.

ARTICLE 6 - HOURS OF WORK AND OVERTIME

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

6.2 Types of Employment

- a) Full-Time: An allocated position which is regularly scheduled for eighty (80) hours of work in a bi-weekly pay period.
- b) Part-Time: An allocated position which is regularly scheduled for less than eighty (80) hours of work in a bi-weekly pay period. Part-time employees shall be eligible to receive vacation, sick leave, and holiday benefits on a pro-rata basis. Usage and accrual of said benefits shall be governed by the same rules and regulations applicable to full-time employees.

6.3 Work Schedules

The County reserves the right to establish and modify work schedules. In addition, the County reserves the right to utilize a flex-time schedule. As defined in Section 2.1, an employee and the employee's supervisor must agree to assignment to flex-time. Employees assigned to a flex-time schedule will be eligible for overtime only when the hours worked exceed eighty (80) in a pay period. 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.

6.4 Posting of Work Schedules

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

6.5 Changes of Work Schedule

- a) Except in cases where emergency operations require, notice of a change in 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.
- b) Failure to give the seven (7) days notice to a full-time or part-time employee shall entitle the affected employee to one and one-half (1.5) times the employee's base hourly rate for all hours actually worked on the new schedule which are at variance from the employee's previous schedule until seven (7) calendar days notice is given.
- c) 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.

6.6 Employee Preference

Notwithstanding Section 6.7, if an employee requests in writing a change in schedule for the employee's own convenience and such request is approved, the employee shall waive overtime resulting from the schedule change as long as the total number of hours does not exceed eighty (80) in any one pay period.

6.7 Overtime and Compensatory Time

Overtime for all employees is defined as hours worked:

- a) In excess of eighty (80) hours in a bi-weekly pay period;
- b) In excess of eight (8) hours (for a 5/8 schedule) or nine (9) hours (for a 9/8/1 schedule), ten (10) hours (for a 4/10 schedule) on a regular work day or in excess of the normal full-time work schedule established by the appointing authority;
- c) A part-time employee who works in excess of eight hours (8 hrs/5 days) or ten (10) hours (4/10) on a shift with a portion of the time worked extending past the end of the employee's regular workday shall be entitled to overtime for all hours over eight (8) or ten (10) hours. Such overtime hours worked shall not count in the computation of overtime for non-consecutive hours worked later in the same regular workday;
- d) Any time worked on a holiday as provided for in this Memorandum in the holiday provision Sections 8.10a) and b) of Article 8.

6.8 Overtime Required and Authorized

The County may require or authorize an employee to work overtime if such overtime work is necessary in the judgment of the County. No employee shall work overtime unless authorized by the employee's supervisor.

6.9 Overtime Pay

Overtime compensation shall be paid at the rate of one and one-half times (1-1/2) the employee's base hourly rate for each overtime hour worked through the twelfth consecutive hour, and after the twelfth consecutive hour, overtime shall be earned at the rate of two (2) hours for each one (1) overtime hour worked.

6.10 Overtime in Cash or in Compensatory Time

All employees shall be compensated for overtime worked either:

- a) In cash at the rate of time and one-half (1.5) for hours worked; or
- b) As compensatory time off at the rate of time and one-half (1.5) for hours worked.

6.11 Employee Choice

The employee assigned to overtime shall make an irrevocable choice each time assigned to overtime whether to be compensated in cash or compensatory time until the employee has accrued credit for a maximum of forty (40) hours of compensatory time.

6.12 County Choice

The County has the right to specify how an employee will be compensated for additional overtime when an employee has an accumulation of forty (40) hours of compensatory time up to a maximum of eighty (80) hours of compensatory time. This decision is final and not subject to grievance or appeal. Compensatory time accruals resulting from holiday compensation or annual sick leave conversion are at the employee's choice and therefore excluded from this subsection.

6.13 Cash Pay Only

After eighty (80) hours of compensatory time has been accumulated, the department shall compensate the employee in cash for any additional overtime worked, additional annual sick leave conversion and for any additional holiday work.

6.14 Approval for Compensatory Time Off

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

6.15 Accrued 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 or in accordance with law.

6.16 Overtime not Cumulative

Overtime eligibility provisions are not cumulative. An employee shall not be entitled to multiple overtime compensation even though more than one of the conditions set forth herein may apply with respect to a particular unit of time.

6.17 Hours Included for Overtime

For overtime purposes hours worked shall include approved paid leave, paid assigned holidays and compensatory time taken as paid time off from work.

ARTICLE 7 - STAFF DEVELOPMENT

7.1.1 Staff Development Benefit Allowance

Each full and part-time employee in the bargaining unit shall be entitled to a Staff Development Benefit Allowance. Eligible employees may request reimbursement for

allowable expenses, upon approval of the appointing authority, and as defined in the County's Staff Development Benefit Allowance Program, Administrative Manual.

7.1.2 Staff Development Benefit Allowance – Amounts

The annual Staff Development Benefit Allowance and carry-over amount will be provided to all full and part-time eligible employees as specified in the following table:

Fiscal Years 2012 - 2013

Employee Status	Benefit	Carry-over Allowed	Maximum Benefit and Rollover
Full-Time (.075 and above)	\$600	\$400	\$1,000
Part-Time (less than 0.75 FTE)	\$300	\$200	\$500

Carryover funds shall not be cumulative. Details of this program are described in the County's Staff Development Benefit Allowance Program, Administrative Manual.

Computer Hardware and Mobile Devices: Up to \$175 of the Staff Development Benefit Allowance may be used towards reimbursement for the purchase of computer hardware and mobile devices once every two years, as defined in the County's Staff Development Benefit Allowance Program Administrative Manual. Monthly service charges for internet and mobile communication connections are not reimbursable under this Program. The use and approval of all computer hardware, and mobile devices is subject to review by the department head (or may be delegated to a senior manager only) and is subject to the specific job requirements for each job classification in that department. All computer hardware, and mobile devices must be directly job related, must be used for County business a minimum of 50% of their use and requires department head (or senior manager designee) authorization in order to qualify for reimbursement. Department head authorization for the use of this benefit towards reimbursements for computer hardware, and mobile devices must be outlined and approved in the employees' annual Professional Development Plan or proposal and will be considered together with other staff development training and educational priorities required by the department head.

7.1.3 Physical Fitness/Wellness

Up to \$100 of the total annual Staff Development Benefit Allowance is available for wellness related expenses, such as reimbursement of regular fitness program costs,

weight reduction and smoking cessation programs (including patches) An eligible employee may request reimbursement for allowable expenses, upon approval of the appointing authority, and as defined in the County's Staff Development Benefit Allowance Program Administrative Plan Manual.

7.2 Continuing Education Leave

Employees in allocated positions are eligible for Continuing Education Leave subject to the following conditions: 1) Courses taken on County time must be directly related to the employee's present position, or career advancement within the present County department. 2) Requests for such leave must be approved by the employee's appointing authority. This provision will be applied as consistently as possible and such leave shall not unreasonably be denied. 3) Approval for such leave will be based, in the judgment of the County, on the needs of the County, the needs of the employee and the availability of adequate resources to cover the absence of the employee. 4) Time spent by an employee on an approved continuing education leave will be considered as normal time worked for the period of the employee's absence which falls within the employee's regular work schedule. 5) Approval of one course does not automatically constitute approval for an entire series unless specifically authorized by the appointing authority. Approval or denial of leave will be provided to employees in writing in a timely manner.

7.3 In-Service Training

The County shall make every effort to provide a program of In-Service training that is designed to maintain a high standard of performance and to increase the skills of employees in the bargaining unit. Training courses to be attended shall have a direct bearing on the work of the employee. Attendance at training courses may be authorized by the department head. Decisions by department heads on requests by employees should be based upon the effect the absence of the employee will have on the department's operations and its ability to continue to provide the services and perform the functions for which it is responsible; and the relationship of the subject of the program, seminar, conference or workshop to the function performed by the employee and the department, and the employee's professional development.

7.4 In-Service Training Reimbursement

Expenditures for travel, meals, lodging, registration and other items may be included as part of the In-Service training line item in each of the department's budgets. Occasionally, the departmental budget may not permit trips to be paid by the County. The employee may feel that the trip would be of benefit to the employee's professional development, and therefore, would be willing to pay the expenses if the employee were permitted time off from work at full salary. In addition, other public or private agencies

provide grants that can be used to cover the cost of the training.

7.5 In-Service Training Requests

When several employees within a department make requests to attend In-Service training and it is not possible to grant attendance for all those employees who have made such a request, because of the criteria listed in Section 7.3, the department head shall establish an attendance list based upon the following order of priority: prior identified training needs; prior attendance at similar courses; and seniority (continuous service).

7.6 Staff Development Benefit Allowance Program, Administrative Manual

The Department of Human Resources shall develop, modify, implement and administer administrative and programmatic guidelines to remain in compliance with Internal Revenue Services guidelines, based on the County's Staff Development Benefit Allowance Program, Administrative Manual.

ARTICLE 8 - LEAVES OF ABSENCE

8.1 Vacation

Each employee shall accrue and may use vacation leave with full pay providing that the maximum accumulation shall be no more than two hundred eighty (280) working hours.

8.2 Part-Time Vacation Accrual

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

8.3 Vacation Accrual Rates

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

YEARS OF COMPLETED ACCUMULATED FULL-TIME SERVICE	IN-SERVICE HOURS OF COMPLETED SERVICE	RATE FOR 80 IN-SERVICE HOURS	MAXIMUM HOURS
0 through 2 years	0 to 4,173	3.07	280
2 through 3 years	4,174 to 6,260	3.68	280
3 through 4 years	6,261 to 8,347	3.99	280
4 through 5 years	8,348 to 10,434	4.29	280
5 through 10 years	10,435 to 20,870	4.60	280

10 through 15 years	20,871 to 31,305	5.83	280
15 through 20 years	31,306 to 41,741	6.44	280
20 through 25 years	41,742 to 52,177	7.05	280
25 or greater years	52,178 or more	7.36	280

8.4 Reappointment

Each employee with 10,435 working hours (five (5) or more years) in pay status who resigns in good standing and who is later reappointed within two years of the resignation, shall be credited with 4,174 hours (two years) of continuous service for purposes of new vacation accrual. Each employee with 10,435 In-Service hours (five or more years) of continuous service who was laid off and who is later recalled from layoff within two years shall be returned to the place on the accrual table (in Section 8.3, above) that the employee occupied when laid off.

8.5 Vacation Schedule

Vacation schedules shall be arranged by the department head with particular regard to the needs of the service, and whenever possible, with regard to the wishes of the employee. Every effort shall be made to arrange vacation schedules so that each employee will take as much vacation in each year as accrues to the employee in that year. Each employee's vacation time may be so divided as the needs of the service require or permit. No employee may take vacation without advance approval of the department head or appointing authority. No employee may take vacation leave in advance of that actually accumulated by the employee at the time such leave is taken. When an employee is restricted on the use of vacation time during a certain month, or months, of the year, due to the needs of the County, the County shall make every reasonable effort to accommodate the employee's request(s) to use vacation time during other months of the year.

8.6 Separation Payment

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

8.7 Scheduled Holidays

Paid holidays shall be authorized for 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 *last* regularly scheduled workday before the holiday, and the employee's *first* regularly

scheduled workday after the holiday.

An employee on leave without pay who has paid leave remaining (including vacation, sick leave or compensatory time), shall not be permitted to use paid leave as pay status days before or after a holiday for the purpose of receiving holiday pay.

Scheduled holidays are as follows:

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

8.8 Floating Holiday and Eve Holiday

a) Floating Holiday: In lieu of an additional holiday, each full-time employee who is in pay status on the last working day of June and the first working day of July shall be granted fourteen (14) hours of compensatory time which may be taken as time off on a day mutually agreeable to the employee and the employee's appointing authority, or may be accumulated as provided in this Memorandum. Each part-time employee shall be entitled to a prorated number of hours as defined by Section 8.10b.

b) To replace the four (4) hours of eve holiday leave with pay previously granted to each full-time employee during years the employee is scheduled to work on Christmas or New Year's Eve, a full-time employee will be credited with three (3) hours of CTO each fiscal year. Part-time employees are entitled to pro-rata CTO credit as defined by Section 8.10b.

8.9 Holidays Observed As Follows

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 Section 8.7.

8.10 Holiday Compensation

a) Full-Time Employees

A full-time employee whose assigned work schedule includes neither the scheduled holiday nor the observed holiday, shall receive eight (8) hours of compensatory time or eight (8) hours of paid holiday time. All other full-time employees whose regular assigned work schedule includes either the scheduled holiday or the observed holiday shall receive eight (8) hours at their base hourly rate of pay. 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 compensated at overtime. However, only one day shall be at overtime. This holiday benefit shall be reduced proportionally by any unpaid time in the pay period in which the holiday falls.

b) Part-Time Employees

Any part-time employee shall, for each holiday in the pay period, receive holiday pay equivalent to one-tenth (1/10th) 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 one-tenth (1/10th) of an hour for each hour in pay status (excluding the holiday benefit). This holiday pay shall not exceed eight hours for each holiday. A part-time employee employed before June 26, 2001, who worked a regular schedule of less than thirty-two (32) hours per pay period shall continue to receive a minimum holiday benefit of 3.2 hours for each holiday in the pay period, until such time the employee's regular schedule is changed to thirty-two (32) hours or more or a break in service occurs.

Upon approval of the appointing authority, a part-time employee may elect to accrue compensatory time in lieu of holiday pay only when the holiday pay status creates hours in excess of the employee's regular allocated full time equivalent. Holiday accrued as compensatory time will not count as In-Service nor affect the accruals or pro-ration of benefits until used in a later pay period.

8.11 Vacation Buy-Back

Each employee may request and receive payment at the base hourly rate for up to eighty (80) hours of accrued vacation in any 12-month period, provided that there is a minimum remaining balance of eighty (80) hours following payment.

The Side Letter between ESC and the County on MTO for fiscal year 2011-12 is attached and incorporated by this reference. (Appendix D)

8.12 Sick Leave Accrual

Each full-time employee shall accrue and accumulate sick leave at the rate 3.680 In-Service hours for each completed eighty (80) hour pay period of service. In-Service hours include all hours in pay status excluding overtime. This accrual rate shall be adjusted to reflect any unpaid time in each pay period. Part-time employees shall be eligible to receive sick leave on a pro-rata basis. Usage and accrual of said benefits shall be governed by the same rules and regulations applicable to full-time employees.

8.13 Sick Leave Usage

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

- a) During the employee's own incapacity due to illness or injury;
- b) During the time needed by the employee to undergo medical or dental treatment or examination;
- c) During a Pregnancy Disability Leave in which the employee is incapacitated due to the imminent or actual birth of a child;
- d) When a child, spouse or domestic partner of an employee, who is a member of the employee's household or a person for whom the employee is entitled to a Federal Income Tax dependent exemption, or the employee's or spouse's parent is incapacitated by illness or injury and it is necessary for the employee to care for such child, spouse, domestic partner or parent. (Parent for purposes of this section is defined as biological, foster, or adoptive parent, stepparent, a legal guardian, or other person who stood in the place of a parent (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 the place of a parent (in loco parentis) to the employee as a child.) Sick leave under this paragraph shall not exceed forty-eight (48) hours per occurrence unless extended by joint action of the employee's department head and

the Director of Human Resources by reason of exceptional hardships.

8.14 Documentation

A signed affirmation for sick leave shall be required for each use of such sick leave. Reasonable medical evidence of incapacity may be required for sick leave of forty-eight (48) hours or less duration, and shall be required for sick leave use of more than forty-eight (48) hours duration.

8.15 Annual Sick Leave Conversion

Employees may convert unused sick leave to cash, at their base hourly rate, or compensatory time based on the following table:

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

A balance of eighty (80) hours sick leave must remain in accrual after conversion. Measurement of use is based on the twenty-six (26) pay periods paid in the prior calendar year. Conversion shall be exercised during the second pay period in January of each calendar year and shall be based on the sick leave balance at the end of the first full pay period of the preceding December.

8.16 Sick Leave Payoff at Termination

Each employee who separates from County service voluntarily or by death, layoff, or retirement for reason other than disability, shall be entitled to payment of the monetary equivalent of twenty-five percent (25%) of all unused sick leave remaining to such employee's credit at the time of separation, computed on the basis of such employee's base hourly rate.

8.17 Sick Leave Conversion/Payoff at Retirement

a) Conversion at Retirement: Each employee who separates from County Service on retirement only shall have the option of converting one hundred percent (100%) of

all unused sick leave remaining to each employee's credit at the time of retirement to retirement service credit as provided by Government Code Section 31641.03. This benefit will be implemented by the Board of Supervisors through an amending ordinance to include eligible employees in the bargaining unit represented by the Union under the provisions of the ordinance. This provision will not be used in conjunction with Section 8.16 of this MOU.

- b) Payoff at Disability Retirement: Each employee separated from County service by retirement for disability shall be entitled to payment at such employee's base hourly rate for all unused sick leave remaining to such employee's credit as of the time of separation.

8.18 Time Off for Voting

If an employee who is a registered voter does not have sufficient time outside of the employee's working hours within which to vote at any statewide general or primary election, the employee may, upon request, be granted as much working time off without loss of pay as will, when added to voting time outside the employee's working hours, enable the employee to vote. An employee may take off so much time which will enable the employee to vote, but not more than two (2) hours of which shall be without loss of pay; provided, that the employee shall be allowed time off for voting only at the beginning or end of the regular working shift, whichever allows the most free time for voting and the least time off from the regular working shift.

8.19 Compassionate Leave

A full-time or part-time employee may be granted up to four (4) scheduled regular work days, a maximum of thirty-two (32) hours, of leave with pay, in the event of the death of spouse, domestic partner, son, son-in-law, daughter, daughter-in-law, brother, sister, grandparent, great-grandparent, grandchild, or parent (as defined in Section 8.13 d) of the employee or of the spouse of the employee. Up to an additional eight (8) hours of sick leave may be granted to supplement compassionate leave.

8.20 Court Leave

- a) 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 base 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.

b) These provisions do not apply to employees whose appearance is in the line of duty.

8.21 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 as soon as possible notify his or her supervisor. The employee shall be entitled to a leave of absence at base hourly rate 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 services as a juror. An employee who uses a County vehicle for travel for jury duty shall make payable to the County of Sonoma any and all fees which the employee may receive in payment for travel expenses.

8.22 Disaster Leave

Upon approval of the appointing authority, County employees may donate accrued compensatory time and vacation leave to other County employees who have lost work time during a Board of Supervisors' declared state of emergency. Such donated time will not exceed the total amount of time lost by the receiving employee including vacation, compensatory time used and any unpaid leave incurred. Donations must be made no later than ninety (90) days from the last day lost by the employee.

8.23 Family Leave

Each eligible employee shall be entitled to Family Leave as provided by the Family and Medical Leave Act (FMLA) and the California Family Rights Act (CFRA) as amended. The leaves under FMLA and CFRA run concurrently as provided by law. A full-time or

part-time employee with more than twelve (12) months of County service and at least one thousand two hundred and fifty (1,250) hours actually worked during the previous 12-month period may request up to twelve (12) weeks of Family Leave within a 12-month period. Reason for the Family Leave may be the birth or adoption of a child or the placement of a foster child (within one (1) year of the event) or the serious health condition of a child, spouse, parent, domestic partner (counts toward CFRA leave only), or the employee's own serious health condition. FMLA leave may apply to military caregivers and qualifying exigency leave related to military service. Employees should refer to the County Medical Leave Policy for information and definitions related to FMLA/CFRA leave and entitlements. If both parents are County employees, the aggregate Family Leave may be limited to twelve (12) work weeks during any 12-month period. This limitation does not apply to leave taken by one spouse to care for the other, to care for a seriously ill child or for the employee's own serious health condition. Under those circumstances, each of the employees would be entitled to twelve (12) weeks of FMLA/CFRA. The appointing authority may grant such Leave Without Pay which qualifies as FMLA/CFRA in addition to the paid sick leave provided for in Article 8 upon submission of reasonable documentation.

If the employee requests a paid or unpaid leave of absence for any reason which qualifies as

Family or Medical Leave, the County shall designate that the requested leave of absence run concurrently with the employee's FMLA/CFRA entitlement. Prior to going on Leave Without Pay, which qualifies as FMLA/CFRA Leave, an employee may be required to use certain accrued paid leave time. Refer to Section 8.27, Leaves of Absence Without Pay Usage Reference Table.

The County shall continue its contribution towards the health plan premium for up to twelve (12) work weeks of the leave. Nothing in this section shall preclude the use of medical or pregnancy disability leave in Section 9.9 when the employee is medically incapacitated or disabled. If an employee does not qualify for continued benefits under this Section 8.23 or Section 9.9 (Medical/Pregnancy Disability Leave) and the employee wishes to continue benefit coverage, then Section 9.8 (Health Benefits During Leaves of Absence – Non-Medical Leaves Without Pay) applies.

If the event necessitating Family Leave becomes known to the employee more than thirty

(30) calendar days prior to the employee's need for the leave, the employee shall provide thirty (30) days written advance notice to the appointing authority. If the event becomes known to the employee less than thirty (30) days prior to the employee's need for a leave, the employee shall provide as much written advance notice as possible, and, at a minimum, a written notice no less than five (5) working days from learning of the event. If the event necessitating the leave is an emergency or is otherwise unforeseeable, the employee shall provide as much written advance notice as possible. If the leave is for a planned medical treatment, the employee must make a reasonable effort to schedule the treatment to avoid disruption of departmental operations.

This provision shall be interpreted as the legal minimum Family & Medical Leave available to eligible employees. The appointing authority may grant additional leave without pay under this Section (8.23) provided it is consistent with the applicable provisions of the Sonoma County Civil Service Rules, County leave policies, Article 9, and other provisions of this memorandum.

8.24 Family School Partnership Act

Each employee shall be entitled to school visitation leave in accordance with California Labor Code Section 230.8.

8.25 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.

8.26 Leave-Time Off for Donating Blood

If an employee does not have sufficient time outside of working hours to donate blood, subject to department operational needs, the employee may without loss of pay take off up to one (1) hour of working time twice a year for the purpose of donating blood. The employee shall give the employer at least five (5) working days' notice that time off for donating blood is desired, in accordance with the provisions of this Section (8.26).

8.27 Leaves of Absence Without Pay Usage Reference Table

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

Paid leave is required to be used before leave without pay (LWOP) is approved.

Event	Sick	Vacation	CTO	Comment
Employee's own illness or injury	Yes, may keep 40 hrs.	No	No	
Employee's pregnancy disability	Yes, may keep 40 hrs.	No	No	
Illness or injury of a relative (as qualified in Section 8.13 d)	Yes, may keep 40 hrs.	Yes	Yes	May keep 40 hrs. Any combination of Vacation & CTO
Illness or injury of a relative as defined in FMLA/CFRA* as qualified in Section 8.23)	No	Yes	Yes	May keep 40 hrs. Any combination of Vacation & CTO
Non-sick FMLA/CFRA qualifying event (e.g., child bonding leave)	No	Yes	Yes	May keep 40 hrs. Any combination of Vacation & CTO
Education Leave	No	Yes	Yes	Must use all Vacation & CTO
Undisclosed reason or extended vacation	No	Yes	Yes	Must use all Vacation & CTO

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

8.28 Vacation Purchase Plan

Each eligible full and part-time employee may elect to purchase up to forty (40) hours of vacation leave each calendar year during their first five (5) years of permanent, probationary or unclassified employment. Vacation purchased shall not exceed two hundred (200) hours. Part-time employees will be eligible to purchase vacation time on a pro-rata basis. Eligibility will start from the employee's first in-service hour with the County of Sonoma. Eligibility will end upon completion of 10,435 in-service hours. Each eligible employee must submit a signed vacation purchase plan agreement to his or her Departmental Payroll Clerk. Upon receipt the employee's future bi-weekly salary will be reduced by a minimum of two (2) hour increments until the purchase plan agreement has been fulfilled. Purchased vacation will be posted to the employee's leave balance upon purchase and will be available to the employee the pay period following purchase. All purchases of vacation must be completed prior to the end of the calendar year in which the employee reaches the in-service hours of 10,435 (.

The additional vacation purchased is subject to the follow guidelines:

a) Purchased vacation must be taken before accrued vacation referenced in Section 8.3.

b) Purchased vacation is subject to the maximum accumulation limits and usage in 2012 COUNTY/ESC MOU

Section 8.3.

c) Purchased vacation is subject to the same provisions in Section 8.5

d) Purchased vacation leave is not eligible for buy back, Section 8.11, and purchased vacation balances will not be included in the eighty (80) hour remaining vacation balance requirement in Section 8.11.

e) Purchased vacation hours when taken as time off will not be included in pay status hours for the purposes of shift pay and premium pay.

f) Purchased vacation hours will be paid off at the employee's base hourly rate at the time of termination.

8.29 Voluntary Time Off (VTO) Program

VTO Program eligibility, authorization of use, and conditions are specified and limited to the VTO Program document (Appendix E), which is incorporated herein by reference. The decision to use and authorize VTO is at the discretion of the department head. This section, 8.29, and the terms, authorization, and conditions are not grievable or subject to arbitration.

ARTICLE 9 - HEALTH AND WELFARE BENEFITS FOR ACTIVE EMPLOYEES

9.1 Active Employee Health Plan

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

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

An eligible employee is:

- A County of Sonoma probationary or regular full-time or probationary or regular part-time employee (Refer to Section 9.2.8 , Part-Time Employees – Health Benefits, regarding plans offered and pro-ration of benefits for part-time employees).
- An eligible dependent is (as defined in each plan document/summary plan description):
 - Either the employee's spouse or domestic partner; or
 - A child based on your plan's age limits or a disabled dependent child regardless of age.

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

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

The effective date of benefits will be the first of the month following date of hire or initial eligibility.

9.2.1 County Offered Medical Plan(s)

For eligible members represented by ESC, there will be two (2) medical plans in addition to the HMOs described in 9.2.2:

County Health Plan PPO

County Health Plan EPO

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

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

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

Benefit Type	Co-pay
Kaiser Office Visit	\$10
Kaiser Prescription Drug	\$5 generic/ \$10 formulary brand name

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

9.2.3 County Contribution toward Active Employee Medical Benefits

The County shall contribute a flat dollar amount not to exceed \$229.98 per pay period (\$500 per month) toward the cost of any County offered medical plans for any eligible full-time regular employee and their eligible dependent(s). This is the full and total contribution amount the County will contribute toward medical benefits for active regular employees and their dependent(s).

The County shall contribute to part-time eligible employees on a pro-rated basis, in accordance with Section 9.2.8 (Part-Time Employees – Health Benefits).

9.2.4 Dental Benefits

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

- The employee contribution(s) will be:
- \$12 per pay period
- The County shall contribute to part-time eligible employees on a pro-rated basis, in accordance with Section 9.2.8 (Part-Time Employees – Health Benefits).

9.2.5 Vision Benefits

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

Part-time employees will automatically be enrolled in the vision benefit and the County shall contribute to part-time eligible employees on a pro-rated basis, in accordance with Section 9.2.8 (Part-Time Employees – Health Benefits).

9.2.6 Computer Vision Care Benefit

The County will provide a Computer Vision Care (CVC) benefit. Only employees enrolled in vision benefits in accordance with Section 9.2.5 (Vision Benefits), who are required to spend a significant portion of their work day on a computer, are eligible for the CVC benefit. Eligible employees will receive a CVC eye examination and, if prescribed, CVC lenses and frames through arrangement with the County's CVC vendor.

9.2.7 Life Insurance

The County shall offer, at no expense to the employee, a basic term-life insurance plan in the amount of \$25,000 for an allocated full-time equivalent position of sixty (60) hours or more (0.75 FTE or more). Enrollment in basic life insurance is automatic, based on eligibility.

Part-time employees who are allocated to less than a full-time equivalent position per pay period (less than sixty (60) hours or less than 0.75 FTE) may purchase coverage through payroll deduction.

Each eligible and enrolled employee may purchase, through payroll deduction, dependent coverage of \$5,000 for each eligible dependent. For all other plan benefits and provisions refer to the insurance policy document. Eligible employees may purchase additional life insurance for themselves at their own expense upon initial eligibility or during the annual open enrollments period specified in Section 9.2 (Participation in County Offered Health

(Medical, Dental, Vision, Life Insurance) Plans). The employee may purchase supplemental coverage in increments one times (1X) to four times (4X) the basic coverage to a maximum of \$500,000, in accordance with the insurance carrier's policy. Participating employees and the County will be required to follow the insurance company's contracted requirements with respect to maximum amounts and the necessity for evidence of insurability in order to be eligible to receive the benefit as may be amended from time to time and may be based on actual participation by County employees in the program. An employee enrolled in supplemental coverage who moves from one age bracket to the next higher bracket will have to pay the rate of the higher age bracket beginning the January of the year the employee moves to the higher age bracket.

9.2.8 Part-Time Employees – Health Benefits

Part-time employees in regularly allocated positions of thirty-two (32) hours or more biweekly (0.40 FTE minimum) shall be eligible to participate in the County's medical, dental, and vision plans, and the County's contribution toward their premiums shall be pro-rated. Pro-ration shall be based on the number of pay status hours in the pay period, excluding overtime. Part-time employees and their dependents, who, on June 29, 1987, were being provided with the same insurance benefits as full-time employees, will continue to receive full-time benefits throughout the term of this Memorandum. Employees hired before April 1, 2010 will remain eligible to receive pro-rated benefits based on the pay status hours in the pay period.

9.3 Employee Assistance Program

The County shall continue the Employee Assistance Program to assist employees who are experiencing unusual stress which may be affecting the employee's job performance.

9.4 Malpractice Coverage

All employees of the County who are engaged in patient care and covered by the County's malpractice coverage shall continue to be covered for activities falling within the scope of their employment. Criminal or fraudulent conduct by the employee within the scope of their employment is specifically excluded. If the County should discontinue the malpractice coverage, the County agrees to meet and confer with the Union. This section (9.4) is not grievable nor arbitrable.

9.5 Short Term Disability – Payroll Deduction

The County agrees that employees that are ESC members may continue to purchase Short Term Disability (STD) Insurance coverage as may be offered by the (SEIU Local 1021)

Union Insurance Services, at their own expense, through bi-weekly payroll deduction as long as they are members in good standing of ESC. Each employee is responsible for submitting to Union Insurance Services his/her own application for Short Term Disability Insurance and any subsequent material required by the insurance provider.

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

9.6 Long-Term Disability Program

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

9.6.1 Long-Term Disability Claims Dispute

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

9.7 Workers' Compensation Claims Dispute

Any dispute by an employee over a claim processed through Worker's 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.

9.7.1 Workers' Compensation Temporary Disability – Supplementing with Paid Leave

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

- All sick leave shall be taken until the remaining sick leave balance is 40 hours or less.
- Once the sick leave balance is 40 hours or less, the employee may elect to supplement by taking any combination of the remaining sick leave, vacation, and or compensatory time off up to his/her base salary.
- Employees whose sick leave balance is 40 hours or less may also elect not to supplement at all.

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

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

If an employee is on an unpaid absence or goes on leave without pay, either of which reduces the employee's time in pay status to less than fifty percent (50%) of the employee's 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 no less than fifty percent (50%) of the employee's FTE in a pay period, the County will continue to pay its normal benefit contributions.

9.9 Medical/Pregnancy Disability Leave

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

An employee who returns to work from medical or pregnancy disability leave without pay

prior to the exhaustion of the thirteen (13) pay periods of entitlement under this Article, shall not have the 13 pay period entitlement reduced for any pay period in which the employee is in pay status for at least 50% of the employee's allocated full time equivalent as specified in this section 9.9 (Medical/Pregnancy Disability Leave).

If the employee returns to medical or pregnancy disability leave without pay for the same condition, the thirteen (13) pay period time frame will continue where it left off and will be reduced only for those pay periods when the employee's pay status hours fall below 50% of the allocated full-time equivalent. The County's thirteen (13) pay period leave without pay benefit entitlement shall be coordinated with FMLA/CFRA/CPDL as provided in the County's Medical Leave Policy.

The employee's eighteen (18) month entitlement under COBRA law shall begin when FMLA/CFRA and the County's thirteen (13) pay period leave without pay benefit entitlement 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 18-month COBRA period begins again in 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.

9.10 Continuation of Health Benefits Coverage

An employee who is entitled to continued benefit coverage as specified in 9.9 (Medical/Pregnancy Disability Leave) and 9.8 (Health Benefits During Leaves of Absence-Non-Medical Leaves Without Pay) above, must notify the Auditor-Controller-Treasurer-Tax Collector (ACTTC) no later than five (5) County business days after the first day of the leave of absence, of the employee's intent to continue insurance coverage. A Request for Leave of Absence form signed by the employee and his/her appointing authority shall be forwarded to the ACTTC's Office when leave is authorized. To assure continued insurance coverage, premiums shall be paid by the employee to the ACTTC's Office no later than the last day of the pay period. If the employee fails to pay the premium by the last day of the pay period, he/she will receive one reminder notice.

In order to reinstate coverage, the employee shall pay a \$25.00 late charge in addition to the premium amount by the date specified in the reminder notice. Only one reminder notice will be sent. If the employee fails to make proper payment to the ACTTC by the end of the second pay period, the employee's continued medical, dental, vision, life insurance, and LTD coverage shall be terminated.

9.10.1 Part-Time Employees-Health Benefits During Leave of Absence

Part-time employees shall be eligible to participate in the medical benefit plans and/or the dental plans on a pro-rated basis, as defined in section 9.2.8 (Part-Time Employees – Health Benefits). For pay periods with no pay status hours, pro-ration shall be based on the employee's FTE.

9.10.2 COBRA

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

9.11 Salary Enhancement Plans

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

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

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

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

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

9.12 Long-Term Care – Payroll Deduction

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

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

9.13 Plan Documents and Other Controlling Documents

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

ARTICLE 10 – MEDICAL BENEFITS FOR FUTURE RETIREES

10.1 Retiree Medical Coverage

An eligible retiree and eligible dependent(s) (as defined below), may be enrolled in a County offered medical plan as described in section 10.2 but is allowed only to enroll either as a subscriber in a County offered medical plan or, as the dependent spouse/domestic partner of another eligible County employee/retiree, but not both. If an employee/retiree is also eligible to cover their dependent child/children, each child will be allowed to enroll as a dependent on only one employee or retirees' plan (i.e., a retiree and his or her dependents cannot be covered by more than one County offered plan).

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

- Either the retiree's spouse or domestic partner; or
- A child, based on your plan's age limits, or a disabled dependent child regardless of age.

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

- A. Eligibility: In order to be eligible for this benefit, the retiree must have:
- 1) Completed at least 10 years of consecutive regular full-time paid County of Sonoma service employment. The equivalent worked or purchased regular part-time County service time can be counted toward the 10 years. However, any miscellaneous purchased service time such as extra help, contract, and leave of absence service time purchased after January 27, 2010 does not count toward this eligibility requirement, and
 - 2) Have been a contributing member of the Sonoma County Employees' Retirement Association (SCERA) for the same time period, and
 - 3) Retire directly from Sonoma County service.
 - 4) Current retirees receiving a County contribution for retiree medical based on eligibility at the time of their retirement who do not meet the 10 year requirement as listed above are grandfathered in at the eligibility at the time of their retirement.
 - 5) Laid-Off & Restored Employees: Employees who were employed by the County prior to January 1, 2009, but who were laid off thereafter shall be eligible for the benefits described in this Article 10.2 provided that they are subsequently restored to County employment, pursuant to Civil Service Rule 11.4, rejoin the County retirement system, and are otherwise eligible for retiree medical benefits under this section. The break in service caused by the layoff shall be bridged upon restoration such that, although no service time is earned during the break, consecutive service is restored for eligibility for this benefit. To the extent allowed by law they shall not be eligible for the benefits described in Article 10.3 (County Contribution toward Retiree Medical Plans - Employees Hired On or After January 1, 2009 - Effective January 1, 2009).
- B. County Contribution: The County shall contribute toward the cost of County offered medical plans for any eligible retiree whether or not the retiree covers eligible dependent(s), the same amount as it contributes toward the cost of County offered medical plans for active unrepresented administrative management employees (bargaining unit 50) in the Salary Resolution, but at no time during the term of this agreement shall the County contribution towards medical be less than \$500.00 a month. Any additional medical contributions provided only to retirees along with any eligibility requirements to receive those contributions shall be conferred as prescribed in the Salary Resolution. The retiree is responsible for all costs (including premiums) that exceed the total County contribution.
- C. Additional Dependents. Retirees eligible under this section, may enroll eligible

dependent(s) in the County offered medical plan elected by the retiree but the retiree is responsible for all premium costs in excess of the county's contribution.

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

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

A. Eligibility

- 1) An employee must have been a contributing member (or a contribution was made on their behalf) of the Sonoma County Employees' Retirement Association (SCERA) for the eligibility period described below.
- 2) Regular full-time employees and part-time employees in an allocated position of .5 full-time equivalent or greater, hired on or after January 1, 2009 are eligible to receive a County HRA contribution, if they have completed two (2) full years of consecutive Sonoma County regular service (excluding overtime) in pay status.
- 3) If an employee separates employment before meeting the eligibility requirement, the employee shall receive no benefit.
- 4) Laid-Off & Restored Employees: Employees who were employed by the County prior to January 1, 2009, but who were laid off thereafter shall be eligible for the benefits described in this Article 10.3 provided that they are subsequently restored to County employment, pursuant to Civil Service Rule 11.4, rejoin the County retirement system, and are otherwise eligible for retiree medical benefits under this section. The break in service caused by the layoff shall be bridged upon restoration such that, although no service time is earned during the break, consecutive service is restored for eligibility for this benefit.

B. County Contribution.

- 1) Initial County Contribution:
 - a. On the first pay date following completion of the eligibility requirements, regular full-time employees shall receive a lump sum contribution of \$2,400 deposited into an HRA account established in their name. Thereafter, contributions will be made each pay period based on the actual hours worked during that pay period.

- b. The lump sum contribution amount for regular part-time employees shall be pro-rated based on their allocated position only (e.g., a regular employee in a 0.5 full-time equivalent allocated position will receive a lump sum contribution of \$1,200 deposited into their HRA account).
- 2) Regular County Contribution:
- After the initial contribution (defined above) is made, the County shall contribute \$0.58 per pay status hour (no more than eighty (80) hours biweekly), not including overtime, for each eligible employee. For a full time employee, this equates to approximately \$100 per month or \$1,200 per year, after the initial eligibility period is met.
- 3) Access to Account Balance:
- a. Participants may access the balance in their HRA account upon termination of employment and attainment of age 50 or upon retirement from the Sonoma County Retirement System, whichever is earlier.
 - b. Participants may defer accessing the account balance to any time beyond the earliest date described in (a).
 - c. Amounts that remain in the account balance are available to reimburse the participant for the same permitted medical expenses for the spouse and any other dependent covered under the retiree medical plan, however, federal regulations do not permit the inclusion of expenses for domestic partners.
- 4) Survivors of eligible retirees with account balances:
- a. Spouses and eligible dependent children or dependent adults that are disabled may continue to access account balances after the death of the retiree.
 - b. Domestic partners are not permitted access to the account balances of the participant by virtue of restrictions in the federal regulations that govern these types of accounts.
- 5) Forfeiture of account balance:
- a. If an active employee dies prior to retirement, the amount of account balance is available to participating spouses and dependents to reimburse them for medical expenses permitted under the relevant section of the Internal Revenue code.
 - b. Account balances in part or in total for active participants or retirees without any eligible spouse or dependent or unused account balances after the death of the last eligible spouse or dependent will be forfeited and returned to all other active and retired participants in the form of a dividend allocated in direct proportion to the amount to be distributed

divided by the total account balance for all participants applied to each individual account balance. These distributions will occur within 120 days after the annual certified audit of the plan is submitted to the administrator and the County.

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

10.4 Surviving Dependent – County Contribution for Employees Hired Before January 1, 2009

Upon the death of a retiree enrolled in a County offered retiree medical plan, the County

will continue to pay the County's contribution toward the medical plan premium costs in the same manner as if the retiree had survived.

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

1. Have been an eligible dependent of a retiree who was eligible to receive a contribution toward a County offered retiree medical plan under Sections 10.2 prior to the death of the retiree, and
2. Either be enrolled or have waived coverage at the time of the retiree's death.

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

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

Upon the death of a retiree enrolled in the Defined Contribution retiree medical benefit plan (as defined in Section 10.3), eligible surviving dependents may continue participation in the County offered medical plan but remain responsible for all costs (including premiums).

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

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

10.6 Additional HRA -Eligibility

- 1) An employee must be a contributing member (or a contribution is made on their behalf) of the Sonoma County Employees' Retirement Association (SCERA).

- 2) Regular full-time employees and part-time employees in an allocated position of 0.5 full-time equivalent or greater are eligible to receive a County HRA contribution.

10.6.1 Additional HRA-Biweekly Contribution

Effective February 23, 2010 through August 6, 2012 (end of pay period closest to Board adoption), for each eligible employee in paid status, the County contributed ten dollars (\$10) each pay period into each employee's individual HRA account.

10.6.2 Additional HRA-Access to Account Balance, Survivors, and Forfeiture

Parameters for the HRA including access to the HRA account balance, survivors of eligible retirees with account balances, and forfeiture of account balance in the event an active employee dies prior to retirement are as described in the HRA Plan Document.

10.6.3 County HRA Contribution – Full Obligation

The County contributions to the employee's County HRA account described in Section 10.3, combined with the County former contribution to the HRA account described in Sections 10.6.1 and 10.6.2, constitute the County's entire obligation towards medical benefits upon termination and/or retirement and the parties agree that no other retiree medical benefits exist.

10.6.4 Additional HRA – Determination of Intent

In the event that any court, arbitrator, administrative agency, or other tribunal of competent jurisdiction determines that any of the contributions described in Section 10.6.1 are to be included in calculating the County's contribution toward retiree medical insurance for any retiree(s), then the contributions described in Section 10.6.1 shall be held in abeyance and the parties shall meet and confer on the matter to preserve the intent of the parties in an attempt to reach an agreement to preserve the benefits negotiated in Section 10.6.1.

10.6.5 Maintenance of HRA Accounts

- a) The County agrees to maintain existing HRA accounts described in Section 10.6 for bargaining unit members. Nothing herein renders County liable to Union or any employee for changes to laws or rules pertaining to administration of these accounts.
- b) The County agrees to continue to pay administrative fees assessed to accounts by the contracted provider for the accounts established under Section 10.6.

10.6.6 Waiver

In consideration for the supplemental HRA, Section 10.6, the Union on behalf of itself and its current members/survivors as of January 26, 2010, waives any cause of action based on County conduct regarding retiree medical benefits from April 1, 2007 through August 6, 2012 (end of pay period closest to Board adoption). Unless compelled by

operation of law, the Union further agrees it will not initiate, financially support, or participate in any grievances, claims, demands, or suits against the County resulting from or in connection with the matters described herein.

ARTICLE 11 – UNION RIGHTS AND SECURITY

11.1 Fair and Equal Representation

It is recognized that ESC must provide fair and equal representation to all employees in all represented classes.

11.2 Agency Shop Service Fee

As a condition of employment, all represented employees must be members or service fee payers of the Union. If an employee does not voluntarily make application for membership or service fee status within forty-five (45) days of the effective date of this section or within forty-five (45) days of beginning work, whichever is later, the County shall enroll the employee as a service fee payer automatically and by default. The County shall deduct the service fee from the employee's paycheck. Non-chargeable costs as defined in Section 11.6 below and/or by statutory or case law will be refunded on an annual basis. In no event will they exceed ninety-five percent (95%) of the regular membership dues.

Payroll deductions shall be made bi-weekly. However, the initial deduction for any employee shall not begin unless either a voluntary authorization for deduction of Union dues or a service fee has been properly executed or the forty-five (45) day application period for considering voluntary enrollment has expired. Changes in the amount of the monthly membership dues must be delivered to the Auditor-Controller-Treasurer-Tax Collector, Payroll Division, at least thirty (30) calendar days prior to the last pay day of the calendar month prior to the change becoming effective.

A represented employee may revoke his/her voluntary authorization for deduction of Union dues only as provided in Section 11.19 (Maintenance of Membership) of this contract. Any represented employee who revokes his/her voluntary authorization for membership shall be immediately enrolled as a service fee payer. All sums deducted by the County shall be remitted to the Union at an address given to the County by the Union, by the tenth (10) calendar day following the pay period when the deductions were made, together with a list of names and the amount deducted for each employee for whom a deduction was made. The County will also notify the Union of the name of each employee who revokes his "Voluntary Authorization for Deduction of Union Dues." This does not apply to "Special Assessments or penalties" levied by the Union that are

over and above the regular paid dues.

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

11.3 Agency Shop – Religious Exemption

Any represented employee who executes a written declaration that the employee is a member of a bona fide religion, body or sect which holds a conscientious objection to joining or financially supporting any public employee organization as a condition of employment shall not be required to join or financially support the Union.

Such employee shall pay a sum equal to the agency shop service fee described in Article 11 above to a non-religious, non-labor charitable fund chosen by the employee from those charities listed with United Way, Combined Health Appeal of California or Environmental Federation of California. The employee shall have, on a bi-weekly basis, a payroll deduction of this agency shop service fee or charitable contribution.

11.4 Separation from Unit Exception

The provisions of Article 11.2 above shall not apply during periods of separation from the

eligible bargaining unit by any employee otherwise subject to that article but shall reapply to such employee following the first full pay period following the return of the employee to the bargaining unit. The term "separation" includes layoffs, transfers-out of the covered bargaining units by request, promotion, demotion, reclassification or for any other lawful reason, and unpaid leaves of absence of a duration of more than one (1) full pay period, for any reason, including disability.

11.5 Chargeable Costs

To the extent authorized by law, the costs of its collective bargaining activities shall be considered by ESC when making a determination of the amount of the agency shop service fee authorized by this article. Examples of chargeable costs include but are not limited to 1.) expenditures for labor contract negotiations (e.g., the fees and expenses of the union representative and staff support, including research of and preparation for negotiating matters within the scope of representation); and 2.) expenditures for

administration of contracts (e.g., meetings and discussions with management concerning grievances under the contracts, meetings with employees as part of grievance resolutions, and costs of representatives for arbitrations and staff support including research and preparation).

11.6 Non-Chargeable Costs

Currently, the following activities are not included in the calculation or determination of the agency shop service fee:

- a) Lobbying or other political activity except as authorized by law;
- b) payments to affiliates, except for chargeable costs as authorized by law;
- c) social activities except as authorized by law;
- d) charitable and philanthropic activities;
- e) insurance and other benefit programs except as authorized by law; and
- f) any cost that, by law, cannot be included in a agency shop service fee.

11.7 Notice of Agency Shop Service Fee

All enrolled service fee payers shall receive annual written notice sent by certified mail from

ESC, which includes legally adequate audited information concerning the breakdown of "chargeable" and "non-chargeable" expenses, a reasonably prompt opportunity as provided below to challenge the amount of the fee before an impartial decision-maker, and an escrow shall be set up by ESC for the amounts reasonably in dispute while such challenges are pending. Specifically, such notice shall, at a minimum, include:

- a) An accounting report prepared, signed and verified by an independent auditor, who is a certified public accountant, for the overall purpose of providing an itemization of the expenditures of the Union in detail necessary for an employee reasonably to be able to determine what the Union spends on both chargeable items and non-chargeable items, and consider whether expenses designated as chargeable are related to the Union's collective bargaining functions. However, this requirement can be met without requiring or allowing non-members or the County to become the union's auditors. The accounting will utilize data from the prior fiscal year. At a minimum, this accounting report must:
 - 1) State the amount of the agency shop service fee and provide an overview of how the accounting reports were translated into calculation of this fee;
 - 2) disclose the Union's major categories of expenses, including employee

compensation, specifying the actual expenditures within each category and the amount spent in each expenditure for chargeable items and non-chargeable items; each major category and the allocations of expenditures therein for chargeable and non-chargeable expenses must be verified by the auditor;

- 3) disclose what percentage of total Union expenditures is allocable to chargeable items and what percentage is allocable to non-chargeable items;
- 4) state the total sum of money the Union pays affiliates and demonstrate what percentage of such money is used for chargeable and what percentage is used for non-chargeable activities;
- 5) disclose what percentage of regular membership dues is allocable to chargeable items and what percentage is allocable to non-chargeable items and, consequently, what percentage of dues will be collected as the agency shop service fee;
- 6) explain the methodology used in producing this accounting report.

To enable the independent auditor to prepare the accounting report, the Union shall provide the auditor access to all records reasonably necessary for such a preparation, including a record of the employee's activities in sufficient detail to enable the auditor to make the necessary determinations of chargeable or non-chargeable. In the event that payments are made to any other organization, the auditor shall be provided access either to such organizations' records or relevant audited financial statements when reasonably necessary to prepare the above accounting.

- b) Instructions on filing a challenge to the amount of the agency shop service fee with the Union, which, at a minimum, shall provide as follows:
 - 1) non-members who wish to challenge collection of the agency shop service fee because the amount identified allegedly contains expenditures for non-chargeable activities, must file an objection letter with the Union within thirty (30) calendar days of receipt of notice (notice shall be rebuttably presumed to have been received no later than five (5) calendar days after it is postmarked). A non-member may file a letter by presenting it to the Union business office in person or by certified mail, return receipt requested. The non-member shall provide a copy of the letter to the County's Director of Labor Relations within three (3) calendar days of its filing with the Union;
 - 2) the letter shall be signed by the challenger or the challenger's agent under penalty of perjury and must state with specificity the particular expenditures

being challenged, and the grounds for such challenge. The letter must contain the name and mailing address of the challenger;

- 3) during the pendency of the challenge, the amount of the agency shop service fee reasonably in dispute shall be placed in an escrow account established by ESC;
- 4) within thirty (30) calendar days after receipt, the Union shall schedule a date for arbitration, which shall be conducted in accordance with procedures established by American Arbitration Association. Pending the commencement of arbitration, the Union and the challenger may, by mutual agreement, attempt to resolve the dispute informally;
- 5) the arbitrator shall be selected in accordance with the procedures of the American Arbitration Association;
- 6) the Union shall have the burden of proving that the fee amount complies with this article and applicable law; and
- 7) the costs of the arbitrator and court reporter, if any, shall be borne entirely by ESC. The challenging employee shall be responsible for his/her costs including but not limited to attorney fees and copies of the court reporter's original transcript.

11.8 Union's Constitutional Obligations

- a) It is recognized that this agency shop provision affects sensitive and important political speech and associational rights of County employees, which are protected by the First Amendment of the U.S. Constitution. In an effort to ensure that these rights are not infringed, this article sets forth procedures and requirements that the Union must, at a minimum, follow. Nothing in this article or any other, however, relieves the Union of taking whatever additional action may legally be required to protect the constitutional rights of employees who are subject to an agency shop service fee under this article. The Union also acknowledges that the law in this area is constantly evolving, and therefore, recognizes that it has an ongoing obligation to monitor relevant legal developments, including the case law on this subject, and to adapt its conduct in implementing this article as required. The Union also recognizes that it is foreseeable that the employees subject to the agency shop service fee may suffer damages if this article is not carried out in accordance with the First Amendment. For this reason, and others, the County has strongly encouraged and still does strongly encourage the Union to consult with competent legal counsel throughout the term of

this contract over the implementation of this article.

- b) No employee shall be discriminated against or harassed on the basis of his or her status as a non-union member or a non-union agency shop service fee payer. Reasonable communication regarding the Union and/or union membership shall not be considered discrimination or harassment under this article.

11.9 Part-Time Employees

The financial obligations of employees who work less than full-time are subject to the agency shop service fee provisions of Section 11.2 above. The agency shop service fee shall be set on a pro-rata basis expressed as a percentage of salary.

11.10 Notice of New Employees

- a) The County shall provide the Union with the names, addresses, class titles and work locations of new employees as requested (quarterly at a minimum). The Union will remit the cost of data runs to the County.
- b) Union stewards shall be authorized to receive the names and addresses of new employees not more than each pay period from the departmental payroll clerk.
- c) The names and addresses provided to the Union shall be kept confidential.
- d) A job steward is entitled to contact all newly-hired employees to present Union information, on the job steward's and employee's own time (meaning rest breaks, meal breaks and after work hours).
- e) The Union recognizes and respects the legal right of each employee to the employee's privacy and agrees not to use or allow others to use any information obtained pursuant to this agreement for commercial gain or in a manner that would violate those rights. With respect to this promise, the Union agrees to indemnify, defend and hold harmless the County of Sonoma, its officers, employees and agents from any claim, liability or damage arising from the Union's breach of its duty under this Memorandum.

11.11 Indemnification

ESC shall defend, indemnify, hold harmless, release and save the County, its agents and employees, from and against any and all claims, demands, suits, orders, judgments, expenses or other forms of liability arising out of or in connection with this article and/or any action taken or not taken by the County and/or ESC under this article, including, but not limited to, the collection and procedures for collection of agency shop service fees and the amount of such fees. This section shall be in addition to any other remedy

available to the County under this contract or provision of law.

11.12 Rescission of Agency Shop Provision

The implementation of the provisions of this article shall not prohibit or restrict an election to rescind this provision as provided by section 3502.5 of the California Government Code. This agency shop provision may be rescinded pursuant to Government Code section 3502.5 or its successor provision.

11.13 Effective and Expiration Dates

This article shall expire upon the expiration of this MOU, unless it is terminated earlier pursuant to state law or this agreement.

11.14 Record-Keeping and Reporting

ESC shall comply with the financial record-keeping and reporting requirements of Government Code section 3502.5(d) or its successor provision.

11.15 Violation of Article 11

If a court finds the implementation of this article in violation of constitutional law, the Union shall have sixty (60) days to comply with the Court's order or the County may thereafter cancel Article 11, Sections 11.1-11.20. In the interim, all collections of agency shop service fees by way of payroll deductions by the County shall be suspended, except as allowed by the Court. Also, except as allowed by the Court, no unpaid agency shop fee that would otherwise have been due during the time such violation existed may be collected retroactively after the violation was corrected.

11.16 Non-Arbitrability

Except as provided below, Article 11 shall be grievable and arbitrable under Article 18 of this agreement.

The following are not grievable or arbitrable under this agreement:

- a) The adequacy of the union's notice required by Section 11.8 above; and/or
- b) other issues bearing on the constitutionality of the union's collection of an agency shop service fee as prescribed by the courts.

Disputes regarding the amount of the agency shop service fee shall be arbitrable under this memorandum but only pursuant to Section 11.8 above.

11.17 Dues Check Off and Agency Shop Service Fee Deductions

The County agrees to deduct all union dues, agency shop service fees as provided for in

Section 11.2 (Agency Shop Service Fee), insurance premiums and assessments for the pay of those employees who have authorized that such deduction be made. The amounts deducted shall be remitted promptly to Union or its designees, with an alphabetical list of the employees from whom deducted. The Union agrees to indemnify, defend and hold harmless the County, its officers, agents and employees from any claim, liability or damage arising from this provision.

11.18 Payroll Deductions

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

11.19 Maintenance of Membership

Effective upon adoption of this MOU, all Union members who had deduction authorizations on file with the County Auditor-Controller –Treasurer-Tax Collector (ACTTC), or the Union, or who may thereafter authorize in writing the deduction of their Union dues, shall remain on payroll deduction for the term of this Memorandum or as long as they are members of the bargaining unit. Union members may change to agency fee deductions at the expiration of this Memorandum by giving written notice to the Union and the ACTTC during a one-month period between ninety (90) and sixty (60) days prior to the expiration of the term of this Memorandum. The Union agrees to indemnify, defend and hold harmless the County, its officers, agents and employees from any claim, liability or damage arising from this provision.

11.20 Bulletin Boards

County will furnish reasonable bulletin board space measuring no less than 36 x 48 inches. Bulletin boards shall be located in mutually acceptable areas and shall, when reasonably possible, be out of plain view of the public. All materials to be posted on said boards shall be in good taste and strictly impersonal in nature and limited to the legitimate business of the Union. Prior to posting, all material shall be plainly and legibly initialed by an authorized representative of the Union.

11.21 Communications

a) Interdepartmental Messenger

The County's interdepartmental messenger service may be used for individual business-oriented communication between employees who are represented by Union

and

between the paid staff of Union and such employees, provided that paid staff of the Union shall pick up and deliver all written communications outside the County's normal distribution route. Union understands that the continuance or discontinuance of the interdepartmental messenger service is a matter within the sole discretion of the County and will be administered in accordance with Section 14 of the County Employee Relations Policy.

b) E-Mail Use

As with union communications posted on bulletin boards, e-mail content shall be in good taste, impersonal in nature and limited to the legitimate business of the union. Further, the parties agree that time spent by County employees generating or responding to union notices or queries on the County e-mail system will be kept to a minimum. Should the union or the County have concerns about the length or content of specific communications they will contact the County Director of Labor Relations.

11.22 Stewards

The Union may designate up to eight Stewards from among employees in the bargaining unit. Stewards have the right and obligation to represent and assist individual employees as provided for in this Memorandum. The Union will provide the County's Director of Labor Relations with a current and updated list of Stewards.

11.23 Steward Duties

Duties required by the Union of its Stewards, except for attendance at formal meetings with the County, supervisory personnel and aggrieved employees arising out of a pre-disciplinary investigation, pre-disciplinary meeting, or any meeting under the grievance procedure, will not be done on the Steward's duty time nor interfere with any other employee's regular work assignments. No Steward may leave duty or work for purposes of Union representation without the specific approval of the Steward's supervisor or other authorized management official. Such release will not be capriciously or arbitrarily denied (Discipline as used in this provision shall mean oral or written reprimands, suspension without pay, involuntary demotion, or involuntary discharge). The Union and the County agree that employee performance evaluation meetings which do not include a discussion of discipline will not create a right for Steward representation or assistance at the meeting.

11.24 Steward Selection

While the Union is free to choose its Stewards from employees, it agrees that the number

of Steward(s) from any one department, division or work area will not hinder effective working relationships or productivity and delivery of County services. The Union's request for Steward release time shall not be made capriciously or arbitrarily and release time demands of any one employee shall be within reasonable limits. The County will not take reprisal against any Steward for the Steward's protected activities as provided for under this Memorandum.

11.25 Work Access

Authorized Union representatives will be given access to work locations during working hours to investigate and process grievances or post bulletins on the bulletin board. Union representatives desiring access to a work location shall state the purpose of the visit and request the department head's or designee's authorization within a reasonable amount of time before the intended visit. Union shall give to each affected department head and the Director of Labor Relations a written list of authorized Union Representatives. Only those people whose names appear on the current list shall be granted access under this provision.

11.26 Meeting Space

Upon request of the Union, the County may provide meeting space outside working hours, provided such space is available and Union complies with all departmental rules and policies of the Board of Supervisors. Request for use of facilities shall be made in advance to the department head, and will indicate the date, time, and general purpose of the meeting and facilities needed.

11.27 Classification Study Requests

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

11.28 Non-Discrimination For Union Activity

Neither the County nor the Union will discriminate against any employee because of the employee's legitimate Union activity or non-involvement in Union activity.

11.29 Union/County Meetings

The Union and County shall meet whenever the Union's Chief Steward, Union Representative, or General Manager and the County's Director of Labor Relations agree to meet to discuss matters of mutual interest. Agenda items will be agreed to as well as the date and time of such meeting. Either party may refuse to meet if the subject of the meeting involves an ongoing grievance under Article 18.

ARTICLE 12 - EMPLOYEE RIGHTS AND BENEFITS

12.1 Employee Records

a) Employee Performance Evaluation

The County reserves the right to determine the method, the means and the timing or necessity for employee performance evaluations, subject only to the following provisions: An employee shall be formally evaluated at least annually by the employee's immediate supervisor. However, an employee who is at Step I of the salary range may, at the discretion of the supervisor, be formally evaluated at least bi-annually. Evaluation factors shall be job-related. Performance deficiencies, if any, and necessary corrective actions will be documented in formal evaluations. Evaluations shall include space for employee comments and additional employee comments may be attached. Employees shall have thirty (30) calendar days after receipt to submit their response to their supervisor.

Performance evaluations of only full-time and part-time employees which deny a merit salary increase or have an overall rating of unsatisfactory may be grieved through the Third Step of the Grievance Procedure established under this Memorandum for a final decision.

b) Personnel File - Inspection of

County and Union agree that the official personnel records are not subject to public inspection except in accordance with law. Except as restricted by law or provided below, employees shall have the right to inspect and review their official personnel record (relating to their performance as an employee which is kept or maintained by the County). Information, records, and materials separately kept by the employee's supervisor are not part of the official personnel file and have no official standing by themselves in disciplinary actions. Supervisory notes and informal correspondence are not to be entered into the employee's official personnel file until they have been seen and signed by the employee or witnessed that the employee has been given a

copy for review.

Supervisory notes and informal correspondence not placed into the employee's official personnel file shall be destroyed three (3) years after the date they were created.

c) Employee Response

The County shall provide an opportunity for the employee to respond in writing to any information placed in their official personnel record. An employee shall have thirty (30) calendar days, exclusive of previously scheduled leave, from the receipt of the notification (notification shall contain a copy of the documents to be entered) to submit their response. The response shall become a permanent part of the employee's official personnel record. The response shall fully describe the circumstances surrounding the issue(s) and it shall include a statement of facts, supportive documentation, and/or

witnesses. The employee shall be responsible for providing to their supervisor the written response to be included as part of the employee's permanent personnel record.

d) Employee Review

The contents of employee personnel records shall be made available to the employee for inspection and review at reasonable intervals during the regular business hours of the County.

e) Personnel File - That Cannot Be Reviewed

Notwithstanding any other provisions of this Section (12.1), the County and the Union agree that an employee is not entitled to inspect, review, or copy such documents as reference letters, background investigations, and records pertaining to investigation of a possible criminal offense.

f) Personnel File - Consent For Union Representative To Review

Should an employee wish to have a union representative review the employee's own personnel records, the employee will provide the union representative with a signed letter indicating the employee's consent to have the employee's records reviewed. The union representative shall present said consent letter to the employee's appointing authority, or designated representative, prior to reviewing the employee's records. The appointing authority shall keep the official personnel records of all employees within the department.

g) Personnel File - Review of Adverse Comments Before Entry In

No employee shall have any comment adverse to the employee's interest entered in

the employee's official personnel records file which may be used for disciplinary action without the employee having first read and signed, or initialed the document containing the adverse comment. Except that such entry may be made if after reading the document, the employee refuses to sign or initial it. The employee shall have thirty (30) calendar days from receipt to file a response. Should an employee refuse to sign or initial the document, that fact shall be noted on the document and signed or initialed by the supervisor. In the event an employee is not available due to resignation, termination, or leave of absence longer than thirty (30) days, to read and sign or initial the document, a copy of the document with a notation stating "cc:

Personnel File" will be mailed to the employee's last known address. For purposes of this Section, "adverse" shall refer to comments critical of any aspect of the employee's performance of job duties.

h) Personnel File - Copy of

All personnel records are and remain the property of the County. At the employee's request, the employee shall be provided one copy of any document placed

in the employee's file. An employee must specify the documents which are requested for copying and shall pay the standard County copying fee.

12.2 Personal Property Reimbursement

Upon recommendation of the appointing authority, the County, in accordance with Government Code #53240, shall provide for payment of the costs of replacing or repairing property or prosthesis 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.

12.3 Rest Periods

Each department head shall grant rest periods to employees, except where unusual operational demands prevent a rest break. Rest breaks will not be unreasonably or

consistently denied. Rest period shall not exceed fifteen (15) minutes in any four (4) consecutive hours of work and shall be considered as time worked.

12.4 Meal Periods

Employees shall be granted a duty-free meal period during each work shift. The duration of the meal period may be not less than thirty (30) minutes nor greater than sixty (60) minutes. Different meal periods may be assigned to different work units in the same County department or division. Duty-free meal periods shall not be considered as time worked. In those special circumstances where the County determines a duty-free meal period is not appropriate with the delivery of efficient and productive services to the public, as determined by the appointing authority, the employee shall be assigned to a non-duty free meal period which shall be considered time worked. If the County plans to take action under this Subsection, the department shall give the affected employee(s) advance written notice and provide an opportunity for the affected employee(s) to discuss the issue with the appointing authority before final action is taken.

12.5 Non-Discrimination

Provisions of this Memorandum shall be equally applied to all employees in the unit without unlawful discrimination as to age, sex, race, color, creed, national origin, ancestry, religion, physical or mental disability, medical condition (cancer-related), marital status, sexual orientation, or political affiliation. The parties agree that the prohibition against sexual discrimination includes sexual harassment. The Union and the County shall equally share the responsibility of the application of this provision. An employee alleging unlawful discrimination may use the County's Equal Employment Opportunity Discrimination Complaint Procedure by contacting the Affirmative Action Coordinator, located in the Human Resources Department, but may not use the Grievance Procedure of this Memorandum.

ARTICLE 13 - COMPENSATION BENEFITS

13.1 Mileage Reimbursement

An employee who is authorized to and does provide a motor vehicle for travel required of the employee in the performance of official duty shall be reimbursed at the standard IRS business mileage rate.

13.2 Shift Differential Premium

An employee who is assigned to work and actually works an evening or night shift is

entitled to receive shift differential defined below. All employees entitled to receive shift premium pay as of the first pay period following the execution of this Memorandum shall be paid as follows:

- a) Shift differential shall be paid only for hours worked on the defined shift. An employee whose shift starts at 7:00 a.m. or later and ends by 7:00 p.m. shall not be eligible for shift differential pay.
- b) An employee must actually work 50% or more of his or her shift hours between 2:00 p.m. and 10:00 p.m. to receive the evening shift differential premium specified in subsection 12.2 (c). An employee must actually work more than 50% of his or her shift hours between 10:00 p.m. and 8:00 a.m. to receive the night shift premium specified in subsection 12.2 (d);
- c) An additional 5% above the employee's base hourly rate for each hour actually worked on an evening shift,
- d) An additional 10% above the employee's base hourly rate for each hour actually worked on a night shift, or for LCSW and MFT job classes, an additional 17% above the base hourly rate for each hour actually worked on a night shift.

13.3 Shifts Defined

For purposes of this premium, an evening shift is defined as beginning at or after 2:00 p.m. and prior to 10:00 p.m., and a night shift is defined as beginning at or after 10:00 p.m. and prior to 8:00 a.m.

13.4 Split Shift

An employee assigned to and who actually works a split shift shall receive shift differential based on the time of the beginning of each half shift in accordance with times specified in Section 13.3.

13.5 Call-Back Premium

Whenever an employee is ordered by the department head, or designee, to return to duty following the termination of the employee's normal work shift and departure from the work site, the employee shall receive a minimum payment equivalent to two hours of overtime compensation or overtime compensation for the actual time worked, whichever is greater. Time worked, for which the employee is entitled to compensation, shall include reasonable travel time to and from the employee's residence. In no case shall an employee continue to receive standby pay once called back to work.

13.6 Standby Duty

An employee who is released from duty and is assigned by the County to be on standby, shall be eligible for standby premium pay. Standby duty requires that an employee designated by the appointing authority to be so assigned, be ready to respond immediately, be reachable by telephone, be able to report to work within a specified period of time, and refrain from activities which might impair the employee's ability to perform assigned duties. Answering telephone calls and responding to phone inquiries is considered part of the standby assignment and is compensated within the standby premium pay. Employees on standby are called upon to use their professional judgment and discretion as to whether the situation can wait to be addressed during regular work hours, referred to another authority, or call back to work is required to resolve. No employee shall be paid for standby duty and other compensable duty simultaneously.

13.7 Premium Pay for Detention Facilities

An employee in a class covered by this Memorandum who is assigned to work in a detention facility, Juvenile Hall, Sierra Youth Center, Main Adult Detention Facility (MADF), North County Detention Facility (NCDF), Valley of the Moon Children's Home and Probation Youth Camp shall receive 10 percent (10%) premium pay above the employee's base hourly rate for all hours worked in the detention facility.

13.8 Standby Premium Pay

All employees in this bargaining unit assigned to standby shall be compensated \$4.75 per hour effective February 23, 2010. Standby time is not to be construed as work time.

13.9 Psychiatrist Standby Duty

As part of their routine work schedule, part-time and full-time Staff Psychiatrists can be assigned to standby and call-back according to the following provisions:

a) General Procedure: Psychiatrists assigned to standby will be provided a "beeper" by the department and, therefore, will not be restricted to their residence or other location

during the assignment. However, staff so assigned will remain within the range limitation at which the "beeper" can function to alert the employee to phone in. Phone-in response time is required within fifteen (15) minutes and call-back availability is required within sixty (60) minutes, if the psychiatrist's presence is needed.

b) Frequency: Each permanent full-time and part-time Staff Psychiatrist can be assigned to standby/call-back on a rotational basis. The frequency of the assignment will be determined by the number of staff available for rotation. It is the County's intent that no psychiatrist will receive the assignment more than four (4) days in each four-week period unless the assignment is mutually agreed to by the psychiatrist and the immediate supervisor. Absent mutual agreement, the County retains the right of assignment and is not precluded from assigning a psychiatrist to more than four (4) days of standby/call-back in a four-week period. Should a psychiatrist be assigned to more than four days in a four-week period, the County and Union agree to utilize the consultation procedure outlined in this MOU.

c) Standby compensation under Section 13.9 will be provided in accordance with the provisions of Article 6 - Hours of Work and Overtime dealing with compensatory time off and overtime. Each psychiatrist who earns standby compensation under Section 13.9 shall, whenever possible, be allowed to use accrued CTO as paid leave up to an eighty (80) hour maximum. Consistent with Section 15.1 and 15.2 parties agree County retains the right to determine staffing levels and work assignments. The County specifically reserves the right expressed in Article 6 to evaluate whether the taking of CTO as paid time off by psychiatrists will unreasonably impede psychiatric needs of the County. If the County judges an impediment will occur by use of CTO, then the County will direct that CTO earned above the forty (40) hours worked be paid in cash and not accumulated.

d) Psychiatrist Call-Back Premium: A psychiatrist who is assigned to standby duty and who is required to return to work following the termination of the employee's normal work shift and departure from the work site, shall receive in addition to appropriate standby CTO, a minimum payment equivalent to two and a half (2.5) hours of his/her base hourly rate, or compensation at the base hourly rate for actual time worked, whichever is greater. Pay under this Subsection may be converted to compensatory time off at the option of the employee and in accordance with Subsection (c), above.

e) Emergency Call-Back: Any psychiatrist not on Standby Assignment may be assigned in an emergency to work on a weekend or be called back during the week and will be paid in accordance with Section 13.5, Call-Back Premium, and not under Subsection d) above.

f) Psychiatrist Compensation For Holiday Work: A psychiatrist who is on Standby Assignment or not and who is required to work on a scheduled holiday, shall receive

overtime compensation for all hours worked on the holiday in accordance with the relevant provisions of this Memorandum.

g) Psychiatrist Standby Duty - Compensation

Compensation for psychiatrists on standby duty will be as follows:

Monday - Friday: (non-holiday)	2 hours CTO or pay each day for all non-work hours (5:00 p.m. – 8:00 a.m. the following day).
Monday - Friday: (holiday)	4 hours CTO or pay each day for any holiday that falls upon a week day.
Saturday & Sunday:	4 hours CTO or pay for each day, 8:00 a.m. – 8:00 a.m. the following day.

13.10 Psychiatrist Detention Facility Assignment

Psychiatrists not hired into positions for work at the Main Adult Detention Facility or North County Detention Facility are not normally assigned to routine detention facility work except in an emergency. If an emergency occurs, then psychiatrists may be assigned on a rotational basis to detention facility work for up to a month at a time based on reverse seniority (continuous County service on paid and unpaid status).

13.11 Psychiatrist Assigned As Medical Services Chief

a) Psychiatrist Assigned As Medical Services Chief:

The Director of Mental Health may assign a Staff Psychiatrist to perform the full range of duties of Medical Services Chief. Such employee shall be paid a premium pay of thirteen percent (13%) above the employee's base hourly rate for all pay status hours, including overtime.

b) Psychiatrist Assigned as Juvenile Detention Facility Chief:

The Director of Mental Health may assign a Staff Psychiatrist to perform the full range of duties of Juvenile Detention Facility Chief. Such employee shall be paid a premium of ten percent (10%) above the employee's base hourly rate, including overtime, for all pay status hours worked in the Juvenile Detention Facility Chief assignment.

13.12 Deferred Compensation

13.12.1 Deferred Compensation - Voluntary Plan

a) The County agrees to maintain the current deferred compensation plan for bargaining unit members in permanent full or part-time positions. Nothing herein renders County liable to Union or any employee for a discontinuance of Internal

Revenue Service or Franchise Tax Board approval of any County deferred compensation plan or portion thereof. The County and the Union agree to meet upon request of either party during the term of this Memorandum to consider the development of additional mutually agreeable deferred compensation investment options.

b) Employees represented by ESC agree to pay an administrative fee of approximately fifty cents (.50¢) per pay period on deferred compensation accounts to County's Treasury department.

13.12.2 Deferred Compensation - Employee Appeal

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

13.12.3 Deferred Compensation - Non-Grievability

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

13.12.4 Deferred Compensation - Program Modification

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

13.13 Bilingual Premium

When a department head designates a position within the bargaining unit which requires bilingual skills on the average of at least ten percent (10) of the employee's work time, such an employee in the designated position 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 ninety cents (.90¢) per hour. The bilingual pay differential shall be paid for all hours the employee is in pay status, excluding overtime.

13.14 Salary Upon Temporary Promotion

An employee assigned by the appointing authority to perform the duties of a higher classification to fill an approved 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 the higher classification for more than fifteen

(15) 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 percent (5%) greater than the employee's salary before promotion, but not less than minimum salary of the new class, nor greater than the maximum salary of the new class. The employee shall receive this salary as long as the employee continues to serve in said higher classification 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. A twenty-four (24) consecutive work hour waiting period shall apply each subsequent time the employee is assigned to fill a vacancy in the same higher classification. Upon completion of the 24-hour waiting period,

the employee will be entitled to receive increased salary as described above.

13.15 Premium/Differential Pay Treatment

Premium and differential pay provided in this Memorandum will not be added to an employee's regular base salary for computing overtime or any other differential except as may be provided for otherwise in a specific premium or differential provision.

13.16 Public Health Nurse Assigned As Nurse Practitioner

An employee in the classification of Public Health Nurse I or Public Health Nurse II, who meets the minimum qualification for employment as a Nurse Practitioner-OB/GYN, and who is assigned to perform the duties normally ascribed to the classification of Nurse Practitioner-OB/GYN, shall be paid at the salary step on the range for such higher classification which corresponds to the salary step on the employee's salary range for each hour assigned and actually worked at said classification. An entry will be made in the employee's personnel file to document the employee's service as a Nurse Practitioner.

13.17 Environmental Health Specialist III Assigned to New Sewage District Formation

The Director of Permits and Resource Management may assign an Environmental Health Specialist III to perform the duties associated with new sewage district formation. Such

employee shall be paid a premium pay of five percent (5%) above the employee's base hourly rate.

13.18 Premium for Child Psychiatrists

Effective February 23, 2010, employees in the classification of Staff Psychiatrist who are Board Certified in Child Psychiatry and who treat children for a majority of their assignment will receive a premium of two percent (2%) above the employee's base salary for all hours worked as a Child Psychiatrist.

ARTICLE 14 - SALARY UPON STATUS CHANGE

14.1 Salary At Appointment

Except as otherwise provided herein, appointment to any position in any class shall be made at the minimum rate, and advancement to rates greater than the minimum rate shall be within the limits of the salary range for the class. In exceptional cases after reasonable effort has been made to obtain employees for a particular class at the minimum rate, employment of individuals who possess special qualifications higher than the minimum qualifications prescribed for the particular class may be authorized at a rate higher than the minimum upon recommendation of the appointing authority with approval of the County.

14.2 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 application by the appointing authority and 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 required only if the employee is rehired at a step which exceeds the step paid at the time of resignation.

14.3 Temporary to Permanent Appointment

An extra-help employee who is appointed to an allocated part-time or full-time position in any class at the same salary range, and without a break in service, shall retain the employee's present salary step upon appointment. Employment at a higher salary step not to exceed the maximum step in the range may be authorized, upon recommendation of the appointing authority and approval of the County. An extra-help employee who is appointed to an allocated part-time or full-time position in another class allocated to a

higher salary range, and with no break in service, shall be paid at a step in the new salary range which is nearest in amount to that of the step received in the former range.

14.4 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 to 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 during continuous employment.

14.5 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 percent (5%) of the employee's salary step rate before promotion, but not less than the minimum salary range of the new class nor greater than the maximum salary of the new class. If a promotion occurs on the same day a merit increase is due and approved, the merit increase shall be computed first and subsequently the increase due to promotion. An employee who is promoted shall be considered for a merit increase when the employee's total hours in pay status, exclusive of overtime subsequent to promotion, equals 1,040 hours. The effective date of the merit increase shall be in accordance with Section 14.13.

14.6 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 greater than that to which the employee is normally entitled, but which does not exceed the top of the range of the class to which the employee is promoted.

14.7 Salary Upon Demotion

- a) 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.

- b) A full or part-time employee, for whom the circumstances described in Section 14.7 (a) above, do not apply, who is demoted involuntarily to a position in a class which is allocated to a lower salary range than the class from which the employee is demoted shall have the employee's salary reduced to the salary in the range for the new class next lower than, or not more than five percent (5%), lower than the salary received before demotion, except that such employee shall not be paid more than the maximum of the range of the class to which the employee is demoted. The employee's eligibility for merit advancement shall not change as a result of demotion.
- c) A full or part-time employee to whom the circumstances described in Section 14.7 (a) above do not apply, who is demoted voluntarily or who displaces as a result of a 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.
- d) Any full-time or part-time employee who is demoted voluntarily and who is reappointed on a full-time or part-time basis in the same class within two (2) years, shall be reappointed at either the same step the employee received at the time of demotion or the salary step nearest the amount of the employee's present salary step, whichever is greater.

14.8 Salary Upon Transfer

A full-time or part-time employee who transfers from one allocated position to another allocated position in the same class or in another closely related class for which s/he possesses the minimum qualifications shall be paid at the step in the new range nearest in the amount to that received prior to transfer as long as the following condition is met:

The job class has a salary range within a maximum of plus or minus four percent (“+” or “-“ 4%) of the employee’s current salary range.

14.9 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.

14.10 Salary Upon Reclassification of Position

- a) Whenever a position is reclassified to a class which is allocated to the same salary range, the incumbent shall retain the same salary received prior to the reclassification, if the incumbent is appointed to fill the positions in accordance with Civil Service Rules.
- b) 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 by this Section upon promotion, if the incumbent is appointed to fill the position in accordance with Civil Service Rules.
- c) 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 the Section upon voluntary demotion, if the incumbent is appointed to fill the position in accordance with Civil Service Rules. 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.

14.11 Merit Advancement Within Salary Ranges

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

14.12 Salary Upon Advancement Within A Range

Each employee shall be considered for an initial merit increase when the employee's total

hours within the current class exclusive of overtime equals 1,040 hours. Each such employee shall be considered for subsequent merit increases when the employee's total hours in pay status at each step to which advanced equals 2,080 hours, exclusive of overtime.

14.13 Effective Date of Merit Increase

The effective date of a merit increase shall be the start of the work day during which the employee becomes eligible for the merit increase.

14.14 Salary – Reduction in Pay Upon Discipline

For a full-time and part-time employee who has his/her pay reduced in accordance with Civil Service Rule 10.4, the reduction in pay shall apply to regular hours worked, including hours treated as hours worked (currently paid administrative leave, jury duty, military leave, and compassionate leave). The rate reduction excludes premiums, overtime, the usage of sick leave, vacation leave and compensatory time accrued. Also excluded are the buyback or payoff of sick, vacation, holiday and compensatory accrued leaves. Pursuant to Civil Service Rule 10.4, a reduction in pay shall not exceed five (5) percent of the employee's salary step prior to the reduction and shall not exceed 1,040 hours in duration.

ARTICLE 15 – MANAGEMENT RIGHTS

15.1 Reservation of Right

County retains all rights, powers, duties, responsibilities and authority of a managerial or administrative character, except as specifically modified by the express provisions of this Memorandum.

15.2 County 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 effect administrative regulations and employment rules and regulations consistent with law and the specific provisions of this Memorandum; to direct its employees; to take disciplinary action; to relieve and layoff its employees from duty because of lack of work or for other legitimate reasons; to determine whether goods or services shall be made, purchased or contracted for; to determine the methods, means and

personnel by which the County's services are to be provided, including the right to schedule and assign work and overtime; and to otherwise act in the interest of efficient service to the County and the public.

15.3 Contracting Out Bargaining Unit Work – Union Notice

Prior to the Board of Supervisors taking formal action to contract out bargaining unit work represented by the Union, the Department Head will inform the County Administrator, the Human Resources Department, and the Union in writing of any substantial efforts being undertaken by the Department to consider contracting out such bargaining unit work, will share with the Union any reports on such matters (including any cost benefit analyses) addressed to the Board of Supervisors, and, upon request of the Union, will meet and discuss the contracting out proposal with the Union. If the Board of Supervisors decides, by legislative action, to contract out any bargaining unit work, the County will send (hand delivered or by certified mail, return receipt requested) a written 90-calendar day notice to each employee represented by the Union who will lose his or her allocated position or will have his or her regular work schedule reduced as a result of the contracting out action. The County will send the Union copies of all employee notices. The 90-day notice will specify that the employee will lose his or her position or will have a reduction in work hours effective 90 calendar days from the date the employee receives the notice.

If the County should decide to layoff or reduce the work hours of an employee prior to the expiration of the 90-day notice period, the employee shall receive regular pay and benefits

for the amount of the employee's regular workdays remaining within the 90-day notice period. In the event that an employee receives a 90-day notice under this Section, the County will continue to make a reasonable effort to place the affected employee in another available

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

ARTICLE 16 - NO STRIKE

16.1 Union Representation

A material inducement in County's execution of this Memorandum is the Union'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 Union will fully perform its obligations owed to the County.

16.2 Prohibited Activity

Accordingly, Union and the employees it represents agree not to engage in any illegal activities during the term of this Memorandum, including but not limited to, work stoppages, strikes (including sympathy strikes), slowdowns, sick-ins, or other such concerted activities against the County.

16.3 Union Responsibilities

The Union shall not be liable to the County for "wildcat" job action by the employees it represents unless the Union fails to use its best efforts to end such "wildcat" job action by:

encouraging its members to discontinue the job action; immediately declaring in writing delivered to the County and vigorously publicizing that such job action is illegal and unauthorized; and directing its members in writing to cease such conduct and resume work.

16.4 Written Assurances

This promise by the Union is both a covenant and a condition precedent to the continuing performance by the County of any obligation owed by the County to the Union or the employees it represents during the term of this Memorandum. If the County is at any time uncertain of the Union's continued performance, it may request, and Union shall provide, written assurances of its continued good faith performance of this Memorandum.

16.5 Employee Liability

Any employees engaging in activity prohibited by Article 16 may be subject to disciplinary action, including discharge.

ARTICLE 17 - FULL UNDERSTANDING

17.1 Full Understanding and Modification

This Memorandum of Understanding is intended both as the final expression of the
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agreement between the parties with respect to the included terms and as a complete and exclusive statement of the terms of the agreement. No amendment, alteration, understanding, variation, waiver or modification of any of the terms or provisions of this Memorandum shall in any manner be binding on the parties unless made and executed in writing between the parties hereto and approved and implemented by the County's Board of Supervisors. This Memorandum of Understanding between the County of Sonoma and Engineers & Scientists of California 2012, supersedes the 2010-2011 Memorandum between the parties.

17.2 Waiver

Except as specifically provided herein, it is agreed and understood that the Union voluntarily and unqualifiedly waives its right to and releases the County from any obligation to meet and confer on any subject or matter contained herein. 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.

17.3 Separability

In the event any section or portion of this Memorandum is held to be invalid by operation of law, or by any tribunal of competent jurisdiction, or if compliance with, or enforcement of, the section or portion thereof shall be restrained by any tribunal the remainder of this Memorandum shall not be affected thereby. At the written request of either party within ten (10) days of the action invalidating a portion of this Memorandum, the parties shall meet and confer for the purpose of arriving at a mutually satisfactory replacement of such section or portion thereof.

ARTICLE 18 - GRIEVANCE PROCEDURE

18.1 Purpose

County and Union agree to this Grievance Procedure in order to provide an orderly procedure to resolve employee grievances promptly.

18.2 Definitions

a) A grievance is a claim by an employee, a group of employees, or the Union on behalf of an employee(s), concerning the interpretation, application or an alleged violation of this Memorandum. All other complaints are specifically excluded from this procedure including, but not limited to, complaints which arise from the following: all disciplinary

appeals; all appeals from examinations; performance review evaluation or denial of a merit increase

except as provided in Section 12.1; and any provision of this Memorandum specifically identified as not grievable.

b) "Day" shall mean calendar day.

c) A "grievant" shall mean an employee, a group of employees or the Union who in good faith has an actual grievance with County over a grievable matter as defined in Section 18.2.

The Union 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 Union under this Memorandum, such as Bulletin Boards (Section 11.20). At any step of the grievance procedure, the employee may represent him/herself, or may be represented by a Union representative who may be a County employee or a non-County employee. If the Union is a grievant, it shall be represented by an elected officer, steward or business agent.

18.3 Initiation Deadline

The grievance must be initiated within fifteen (15) days from the date of the action or occurrence giving rise to the grievance or within fifteen (15) days of when the grievant knew of or could have reasonably discovered such action or occurrence.

18.4 Time Limits

Time limits specified in this 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.

18.5 First Step

The grievance shall first be discussed on an informal basis by the grievant with the employee's immediate supervisor within fifteen (15) days from the date of the action causing the grievance as provided above. The immediate supervisor shall respond within six 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.

18.6 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 Director of Labor Relations, to the immediate supervisor within seven (7) 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 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.

18.7 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 Director of Labor Relations. 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.

18.8 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 or appointing authority, with a copy to the Director of Labor Relations, within seven (7) days after receipt of the written response at Step Two.

18.9 Third Step Response

Within five (5) days after receiving the completed grievance form, the department head, appointing authority, or representative, shall meet with the grievant and thoroughly discuss the grievance. The department head or appointing authority shall give a written decision to the grievance within fifteen (15) days after the discussion and send a copy of the decision to the Director of Labor Relations.

18.10 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 Union 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.

18.11 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 Union, neither offers of settlement nor concessions for settlement made during the grievance procedure steps prior to mediation shall be admissible in arbitration.

18.12 Selection of Arbitrator

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

Within thirty (30) days of submitting a written request for arbitration, the Union and the County shall begin the process for selecting an arbitrator and scheduling a hearing date. An

extension of the thirty (30)-day timeline must be requested in writing by either party and agreed upon by both parties.

An arbitrator may be selected by mutual agreement of the Union 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.

18.13 Arbitration Issues

The parties shall, within thirty (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 (5) days prior to the arbitration hearing.

18.14 Arbitrator's Authority and Decision

The arbitrator shall have no power to alter, amend, change, add to, or subtract from any of the terms of this Memorandum. The decision and award of the arbitrator shall be made solely upon the evidence and arguments presented to the arbitrator by the respective parties.

18.15 Binding/Non-Binding Decision

The decision of the arbitrator shall be binding upon the Union. To the extent that the award of the arbitrator is not in excess of \$5,000 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. Union 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 Union is the grievant, then the \$5,000 limit shall apply to each employee who has been identified by the Union and sustained by the arbitrator as employees directly affected by the grievance and the remedy sought and imposed.

18.16 Arbitrator's Decision Due

Unless the parties agree otherwise, the arbitrator shall render the decision in writing within thirty (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.

18.17 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 19 - SAFETY

19.1 Shared Safety Obligations

The County is committed to providing a safe and healthy workplace for its employees. On behalf of its membership, the Union agrees that it is the duty of all employees to

follow safe work practices and procedures and to report any unsafe practices or conditions to their immediate supervisor.

19.2 Safety Program

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

19.3 Hazard Report, Action, Appeals Process

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

19.4 Safety Training

Safety training will be conducted in accordance with the Sonoma County Administrative Policy 6-4 Safety Management Policy and Sonoma County Safety Management Program.

19.5 Safety Shoes/Boots

- a) Full-time and part-time employees in the class of Dairy Inspector, and the classes of Environmental Health Specialist I, II, III, assigned to Well and Septic Section at PRMD or the Environmental Health Services at the Department of Health Services will be entitled to receive a voucher or reimbursement for one (1) pair of safety shoes or boots, to be replaced on an as-needed basis, but not more frequently than every two (2) years. All vouchers/reimbursements issued under this Section will be at \$180.
- b) Full-time and part-time employees in the classes of Environmental Health Specialist I, II, III and Dairy Inspector assigned to the Food and Recreation section of Environmental Health Services at the Department of Health Services will be entitled to receive a voucher or reimbursement for one (1) pair of non-slip safety shoes, to be replaced on an as-needed basis, but not more frequently than every two (2) years. All vouchers/reimbursements issued under this Section will be up to \$110.
- c) If an employee wishes to receive a new voucher/reimbursement more frequently than every two (2) years, as employee's safety shoes or boots are not serviceable or repairable due to wear or damage, the employee will turn in that pair to the employee's supervisor and receive a new voucher/reimbursement to use for

- replacement of the unserviceable pair.
- d) If an employee as described in paragraphs (a or b) of Section 19.5 is designated by the Department Head (or designee) to a dual assignment that, for health or safety purposes, requires two (2) separate pairs of safety shoes or boots, they will receive a voucher or reimbursement for the purchase of a second pair of safety shoes or boots. Section 19.5(c) will be applicable to the second pair of shoes or boots.

ARTICLE 20 - MISCELLANEOUS PROVISIONS

20.1 Availability and Accessibility of Memorandum

The County will ensure that this Memorandum will be available and accessible to all employees in the bargaining unit on-line at the County's inter-net and intra-net sites.

20.2 Direct Deposit

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

20.3 Special Event and Emergency Response Program Assignments

a) Special Events Assignment: The Department of Health Services will use a voluntary selection system, based upon an employees continuous service with the County, when assigning employees in the classes of Environmental Health Specialist Trainee I, II, III and Dairy Inspector to inspection of food facilities for weekend or holiday special events. Management of the Department of Health Services may deny an employee's request for an assignment due to an employee's qualifications to perform a particular assignment. A denial based upon an employee's qualifications may be grieved by the affected employee to the Third Step of this Memorandum the grievance procedure for a final binding decision by the department head. A request may also be denied where the department determines that such a request will result in excessive overtime or mileage costs. For the purpose of this section "excessive" shall mean only round trip travel in excess of one hour or sixty (60) miles.

b) Emergency Response Program Standby Assignment: Assignment to standby in the Emergency Response Program (ERP) of the Department of Health Services' Hazardous

Materials Section shall, whenever possible, be voluntary. All Environmental Health Specialists that are assigned to the Hazardous Materials Section and have completed

the orientation training are eligible for volunteer ERP standby duty. Whenever a minimum of five (5) employees are willing to participate voluntarily, the program will be operated on a volunteer basis. If fewer than five (5) employees are available to participate voluntarily for ERP standby duty, the assignment to ERP standby will be mandatory for Environmental Health Specialists that are assigned to the Hazardous Materials Section.

20.4 Lyme Tests

An employee who undergoes a test for Lyme disease will be reimbursed by the County for the portion of the test costs not reimbursed by the employee's health plan under Article 9. The employee must submit a claim for such reimbursement to the County's Risk Manager with appropriate supporting documentation.

20.5 Layoff and Placement Policy

a) Notice

An employee may be laid off from his or her job class and regular County service three (3) weeks (21 calendar days) after formal written notice has been presented or mailed to the employee at his or her last know address with a copy to the Union. The County recognizes its obligation to pay all compensation due and owing to an employee upon termination.

b) Job Placement

Prior to layoff, the County shall attempt to place employees in a vacant position. The employee must have received formal layoff notice and requested reassignment to another department and/or position. Attempted placement shall be conducted in accordance with the County's Civil Service Rules. Job Placement under this article shall not be grievable or arbitrable under this MOU, but may be appealed to the Director of Human Resources for review.

c) Training

The County shall work with Job Link to offer job training resources to employees about to be laid off.

d) Severance Period

An employee who has received a formal written layoff notice, and who is unable to displace another County employee or secure other regular County employment, may separate from County service after the eighth (8th) work day of the three (3) week notice period and receive his or her normal base salary for the hours he or she would normally be scheduled to work during the remainder of the three (3) week period.

e) Medical Coverage

For employees who continue to be laid off from County service, the County will make its usual medical insurance contribution for the first six (6) pay periods following layoff and one-half its usual contribution for the next six (6) pay periods following layoff. Eligible employees will be offered the opportunity to continue coverage through COBRA. If/when this medical severance is offered concurrently with COBRA continuation

coverage, the eighteen (18) month COBRA continuation period shall be extended by each month of medical severance coverage to a maximum of twenty-four (24) total months.

f) Salary Preservation

May be a subject for consideration by the County but shall not be a mandatory subject of bargaining.

g) Early Retirement

Early retirement credit in lieu of layoff is not subject to Article 17 of this MOU.

20.6 Labor/Management Benefits and Advisory Committees

a) Interest Bargaining Training

- 1) The parties agree to participate jointly in "Interest Bargaining" training sessions with a mutually agreed upon facilitator. The County shall provide appropriate release time for selected committee members during the term of this agreement subject to operational needs of the Department. The County wide training fund shall pay half of the training cost with remaining funding coming from individual employee professional development or personal funds.
- 2) It is the intent of the parties to incorporate interest bargaining concepts into future labor/management negotiations.
- 3) This article is not grievable nor arbitrable under this contract grievance procedure.

b) Labor/Management Benefits (JLMBC) and Advisory Committees

- 1) ESC shall have the opportunity to participate on existing and future Labor/Management Advisory Committees in County Departments who have ESC members. The number of committee members and alternates will be agreed upon by the County Director of Labor Relations and the union

Business Agent.

- 2) A member of the staff of the Human Resources Department or any committee member trained in facilitation or group problem-solving may serve as a facilitator. By mutual agreement the parties may also utilize the service of an outside facilitator with the department and the labor organizations sharing the outside facilitator's fee.
- 3) Labor/Management Advisory Committee meetings held during the employees regularly scheduled work time shall be deemed time worked for compensation purposes.
- 4) The committees may review, discuss and make recommendations on a variety of departmental issues of mutual concern. The committees are encouraged to brainstorm possible issues and problems, prioritize the possible issues in general order of importance, and select high priority issues of mutual interest to review. In reviewing the issues, the committees are encouraged to define the issue carefully, study and evaluate the most promising solutions, and make a recommendation with supporting documentation to the department head with a copy to the Director of Human Resources and the Union Business Agent.
- 5) The department head shall evaluate proposed solutions, make a decision on the committee's recommendation and report back his/her decisions. The committee may make an oral presentation as well as their written report and recommendation to the department head.
- 6) Departments must fund any recommended changes through the existing budget process or through cooperative efforts of the department Labor/Management Advisory committee in seeking and locating funding for changes through other sources. The decisions of the department head shall not be precedent nor bind the County or other County departments. The County-wide Labor/Management committee shall publicize the positive results of department committee recommendations.
- 7) Matters of county-wide interest and matters impacting the collective bargaining agreement shall be forwarded to the County-Wide Labor/Management committee for review. ESC shall be represented by one member and the Business Agent or designee. Department committees are not authorized to bargain, modify or add to existing provisions of the existing

agreement. Grievances, wages, hours, fringe benefits are also excluded from consideration by the committee; however, the County-Wide Labor/Management committee, by mutual agreement, may request and authorize, in writing, a Department Labor/Management Advisory

committee to review and discuss a matter within the scope of bargaining such as premiums, fringe benefits, caseload and working hours.

- 8) ESC shall have the opportunity to participate on the Joint Labor/Management Benefits Committees (JLMBC). ESC shall be represented by one (1) member and/or the Business Agency or designee.

20.7 Retirement - 3% at 60 Retirement Program

Effective June 22, 2004, the 3% at 60 Retirement program became available to ESC represented employees who are contributing members of the Sonoma County Employees' Retirement Association (SCERA).

On the above date, ESC-represented SCERA members began contributing an additional 3.03% pretax to their employee retirement account. This contribution will continue for twenty (20) years (until July 2024) to pay for the unfunded accrued actuarial liability resulting from any past service. Represented employees also will pay a pre-tax statutory contribution of approximately one percent (1%) or slightly more, contingent upon age of entry into the retirement system.

Additionally on this date, the employer-paid one-half percent (.5%) deferred compensation (457) contribution ceased and was re-directed to pay one-half percent (.5%) of the normal retirement cost going forward.

Additional savings from the County Health Plan, conversion to Kaiser Plan "V" (\$5 co-pay) and an additional \$1 per pay period employee dental contribution effective the first pay date in July 2004, were directed also to fund the normal cost above. In the event that effective County Health Plan changes are not achieved, the parties agree to re-open to discuss how to adequately fund the remaining costs associated with the new 3% at 60 enhanced retirement program.

20.8 Retirement Program Costs:

The parties agree to participate in a committee and discussion of modifications to the
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current retirement formula for new hires. ESC shall be represented by one member and the Business Agency or designee.

ARTICLE 21 – CONSULTATION PROCEDURE

The County agrees to consult with the Union prior to implementing any changes in an existing policy or practice affecting an employee's conditions of employment. The County will:

- a) Provide a written copy of the proposed policy or practice change(s) to the Union's Business Agent at the earliest appropriate time, at least ten (10) working days prior to the date of implementation of the proposed policy or practice;
- b) meet and fully discuss the proposed change(s) with the Union's Business Agent and/or designee(s), upon request and receive the Union's recommendations or concerns;
- c) invite the Director of Human Resources and Employee Relations, or designee, to participate in the discussions upon the request of the Union's Business Agent.

The Union agrees to consult with the County on changes in an existing policy or practice affecting an employee's conditions of employment that come to the attention of Union.

The Union will:

- a) Within ten (10) working days of the Union's knowledge of the change, contact the appointing authority regarding a change in the Department's existing policy or practice;
- b) within ten (10) working days of the Union's knowledge of the change, contact the Director of Labor Relations regarding a change in an existing policy or practice that affects two or more Departments.

ARTICLE 22 - ENACTMENT

The Board of Supervisors will amend its written policies and take other action by resolution or otherwise in order to give full force and effect to this Memorandum. The below representatives agree to recommend the implementation of this Memorandum.

COUNTY OF SONOMA

/s/ Carol Allen 10-12-2012
CAROL ALLEN DATE

/s/ Lynne Durrell 07-31-2012
LYNNE DURRELL DATE

2012 COUNTY/ESC MOU

ESC

/s/ Bill Robotka 07-31-2012
BILL ROBOTKA DATE

/s/ Kerry Andrade 08-01-2012
KERRY ANDRADE DATE

/s/ Rick Hall 08-01-2012
RICK HALL DATE

/s/ Thomas Cooper 10-18-2012
THOMAS COOPER DATE

/s/ Elsa Frick 07-31-2012
ELSA FRICK DATE

signature pending _____
GUY GUILLION DATE

/s/ Bonnie Lyon 08-27-2012
BONNIE LYON DATE

/s/ Patricia Melosh 08-02-2012
PATRICIA MELOSH DATE

/s/ Patricia Melosh 08-02-2012
KOROSH SAADLOUI DATE

/s/ Debbie Young 10-16-2012
DEBBIE YOUNG DATE

APPENDIX A

**ESC SALARY TABLE
EFFECTIVE JANUARY 2010
Health Professional Bargaining Unit - 75**

Job Class #	Class Title	1/26/2010 Hourly A Step	1/26/2010 Hourly I Step
2682	AODS COUNSELOR I	\$23.47	\$28.52
2683	AODS COUNSELOR II	\$25.88	\$31.46
2684	AODS SPECIALIST	\$26.99	\$32.81
2533	ASSOCIATE PSYCHOLOGIST	\$32.26	\$39.21
2630	BIOSTATISTICIAN	\$31.87	\$38.73
2468	CASE MANAGEMENT SPECIALIST	\$23.42	\$28.47
2525	CLINICAL PSYCHOLOGIST	\$35.61	\$43.28
2527	CLINICAL PSYCHOLOGIST SPECIALIST	\$38.32	\$46.58
2500	CLINICAL SOCIAL WKR ASSOCIATE	\$26.46	\$32.16
2625	DAIRY INSPECTOR	\$29.31	\$35.64
2611	ENVIRON HEALTH SPECIALIST I	\$27.02	\$32.84
2612	ENVIRON HEALTH SPECIALIST II	\$29.39	\$35.72
2614	ENVIRON HEALTH SPECIALIST III	\$31.35	\$38.12
2610	ENVIRON HLTH SPECIALIST TRAINEE	\$26.04	\$31.66
2631	HEALTH INFORMATION SPECIALIST I	\$24.51	\$29.80
2632	HEALTH INFORMATION SPECIALIST II	\$26.96	\$32.78
2521	INPATIENT PSYCHOLOGIST	\$40.68	\$49.44
2505	LIC CLIN SOC WKR SPECIALIST	\$32.60	\$39.63
2503	LICENSED CLINICAL SOCIAL WKR	\$30.30	\$36.83
2471	MARRIAGE FAMILY THERAPIST	\$30.30	\$36.83
2469	MARRIAGE FAMILY THERAPIST INT	\$26.95	\$32.77
2472	MARRIAGE FAMILY THERAPIST SPEC	\$32.60	\$39.63
2473	MENTAL HEALTH REHAB THERAPIST	\$24.95	\$30.33
2185	NUTRITIONIST	\$26.01	\$31.62
2301	OCCUPATIONAL THERAPIST I	\$29.23	\$35.52
2306	OCCUPATIONAL THERAPIST I CTP	\$29.23	\$35.52
2302	OCCUPATIONAL THERAPIST II	\$32.53	\$39.54
2307	OCCUPATIONAL THERAPIST II CTP	\$32.53	\$39.54
2316	PHYSICAL THERAPIST I CTP	\$29.23	\$35.52
2317	PHYSICAL THERAPIST II CTP	\$32.53	\$39.54
2120	PUBLIC HEALTH MICRO TRAINEE	\$15.42	\$18.74
2121	PUBLIC HEALTH MICROBIOLOGIST I	\$26.03	\$31.65
2122	PUBLIC HEALTH MICROBIOLOGIST II	\$29.76	\$36.17
2563	PUBLIC HEALTH NURSE I	\$32.42	\$39.41
2564	PUBLIC HEALTH NURSE II	\$34.01	\$41.35
2635	SR HEALTH INFO SPECIALIST	\$28.98	\$35.23
2629	SR LACTATION CONSULTANT	\$30.43	\$36.99
2565	SR PUBLIC HEALTH NURSE	\$36.56	\$44.45
2539	STAFF PSYCH JUV DET FAC CHIEF	\$71.49	\$86.89
2534	STAFF PSYCHIATRIST	\$71.49	\$86.89
2538	STAFF PSYCHST MEDICAL CHIEF	\$71.49	\$86.89

Health Professional Bargaining Unit – 75

Job Class #	Class Title	2/23/2010 Hourly A Step	2/23/2010 Hourly I Step
2682	AODS COUNSELOR I	\$23.47	\$28.52
2683	AODS COUNSELOR II	\$25.88	\$31.46
2684	AODS SPECIALIST	\$26.99	\$32.81
2533	ASSOCIATE PSYCHOLOGIST	\$32.26	\$39.21
2630	BIOSTATISTICIAN	\$31.87	\$38.73
2468	CASE MANAGEMENT SPECIALIST	\$23.42	\$28.47
2525	CLINICAL PSYCHOLOGIST	\$35.61	\$43.28
2527	CLINICAL PSYCHOLOGIST SPECIALIST	\$38.32	\$46.58
2500	CLINICAL SOCIAL WKR ASSOCIATE	\$26.46	\$32.16
2625	DAIRY INSPECTOR	\$29.98	\$36.44
2611	ENVIRON HEALTH SPECIALIST I	\$27.02	\$32.84
2612	ENVIRON HEALTH SPECIALIST II	\$29.39	\$35.72
2614	ENVIRON HEALTH SPECIALIST III	\$31.35	\$38.12
2610	ENVIRON HLTH SPECIALIST TRAINEE	\$26.04	\$31.66
2631	HEALTH INFORMATION SPECIALIST I	\$24.51	\$29.80
2632	HEALTH INFORMATION SPECIALIST II	\$26.96	\$32.78
2521	INPATIENT PSYCHOLOGIST	\$40.68	\$49.44
2505	LIC CLIN SOC WKR SPECIALIST	\$32.60	\$39.63
2503	LICENSED CLINICAL SOCIAL WKR	\$30.30	\$36.83
2471	MARRIAGE FAMILY THERAPIST	\$30.30	\$36.83
2469	MARRIAGE FAMILY THERAPIST INT	\$26.95	\$32.77
2472	MARRIAGE FAMILY THERAPIST SPEC	\$32.60	\$39.63
2473	MENTAL HEALTH REHAB THERAPIST	\$24.95	\$30.33
2185	NUTRITIONIST	\$26.01	\$31.62
2301	OCCUPATIONAL THERAPIST I	\$29.23	\$35.52
2306	OCCUPATIONAL THERAPIST I CTP	\$29.23	\$35.52
2302	OCCUPATIONAL THERAPIST II	\$32.53	\$39.54
2307	OCCUPATIONAL THERAPIST II CTP	\$32.53	\$39.54
2316	PHYSICAL THERAPIST I CTP	\$29.23	\$35.52
2317	PHYSICAL THERAPIST II CTP	\$32.53	\$39.54
2120	PUBLIC HEALTH MICRO TRAINEE	\$15.42	\$18.74
2121	PUBLIC HEALTH MICROBIOLOGIST I	\$26.03	\$31.65
2122	PUBLIC HEALTH MICROBIOLOGIST II	\$29.76	\$36.17
2563	PUBLIC HEALTH NURSE I	\$32.42	\$39.41
2564	PUBLIC HEALTH NURSE II	\$34.01	\$41.35
2635	SR HEALTH INFO SPECIALIST	\$28.98	\$35.23
2629	SR LACTATION CONSULTANT	\$30.43	\$36.99
2565	SR PUBLIC HEALTH NURSE	\$36.56	\$44.45
2539	STAFF PSYCH JUV DET FAC CHIEF	\$75.78	\$92.10
2534	STAFF PSYCHIATRIST	\$75.78	\$92.10
2538	STAFF PSYCHST MEDICAL CHIEF	\$75.78	\$92.10

APPENDIX B - Benchmark and Related Classifications

JOB #	Benchmark Class	Related Class*
2683	AOD SERVICES COUNSELOR II	
2684		AOD SERVICES SPECIALIST
2682		AOD SERVICES COUNSELOR I
2185	NUTRITIONIST	
2122	PUBLIC HEALTH MICROBIOLOGISTII	
2121		PUBLIC HEALTH MICROBIOLOGIST I
2120		PUBLIC HEALTH MICRO TRAINEE
2312	PHYSICAL THERAPIST II	
2302		OCCUPATIONAL THERAPIST II
2307		OCCUPATIONAL THERAPIST II CTP
2317		PHYSICAL THERAPIST II CTP
2301		OCCUPATIONAL THERAPIST I
2306		OCCUPATIONAL THERAPIST I CTP
2311		PHYSICAL THERAPIST I
2316		PHYSICAL THERAPIST I CTP
2468	CASE MANAGEMENT SPECIALIST	
2470		SR CLIENT SUPPORT SPEC
2473	MENTAL HEALTH REHAB THERAPIST	
2471	MARRIAGE FAMILY THERAPIST	
2503	LICENSED CLINICAL SOCIAL WKR	
2472		MARRIAGE FAMILY THERAPIST SPEC
2505		LIC CLIN SOC WKR SPECIALIST
2469		MARRIAGE FAMILY THERAPIST INT
2500		CLINICAL SOCIAL WKR ASSOCIATE
2525	CLINICAL PSYCHOLOGIST	
2521		INPATIENT PSYCHOLOGIST
2527		CLINICAL PSYCHOLOGIST SPECIALIST
2533		ASSOCIATE PSYCHOLOGIST
2534	STAFF PSYCHIATRIST	
2538		STAFF PSYCHST MEDICAL CHIEF
2539		STAFF PSYCH JUV DET FAC CHIEF
2564	PUBLIC HEALTH NURSE II	
2565		SR PUBLIC HEALTH NURSE
2563		PUBLIC HEALTH NURSE I
2612	ENVIRON HEALTH SPECIALIST II	
2614		ENVIRON HEALTH SPECIALIST III
2611		ENVIRON HEALTH SPECIALIST I
2610		ENVIRON HLTH SPECIALIST TRAINEE
1080		
2625		DAIRY INSPECTOR **
2630	BIOSTATISTICIAN	
2632	HEALTH INFORMATION SPECIALIST II	
2635		SR HEALTH INFO SPECIALIST
2631		HEALTH INFORMATION SPECIALIST I
2629		SENIOR LACTATION CONSULTANT

* related class gets same market adjustment as benchmark

** salary 2% above EHS II

/s/ Carol Allen
For the County of Sonoma
Date 1/14/10

/s/ Bill Robotka
For ESC
Date 1/14/10

(Signed Documents on File with Employee Relations)

**APPENDIX C – Grievance Procedures
ESC GRIEVANCE PROCEDURES**

<p>STEP 1</p>	<ul style="list-style-type: none"> • Employee has a question on MOU contract administration or believes a MOU contract violation has occurred. • Employee discusses with his/her immediate supervisor within fifteen (15) calendar days from the date of the action causing the potential grievance. Employee informs Supervisor that this is a contract question or potential grievance. (MOU section 18.5) 	<p>Immediate supervisor considers the question or incident, researches and responds to the employee within six (6) calendar days.</p>
<p>STEP II</p>	<ul style="list-style-type: none"> • Employee receives Supervisor’s response. If after considering response, employee still believes a contract violation has occurred, Employee completes <u>ESC Memorandum of Understanding Grievance Form</u> and completes Step I noting date and results of informal discussion. • Employee also completes Step II of Grievance Form, citing MOU sections allegedly violated, and providing a detailed accounting of incident and desired resolution. • Employee submits written Grievance Form to immediate Supervisor within seven (7) calendar days from the date of the Supervisor’s response from Step I. • Employee sends a copy of Grievance Form to County’s Director of Labor Relations. (MOU Section 18.6) 	<p>Immediate Supervisor responds to written Grievance Form, completing Supervisor’s Decision section of form within seven (7) calendar days from the date the written Grievance Form is received. Supervisor also cc’s County’s Director of Labor Relations. (MOU Section 18.7)</p>
<p>STEP III</p>	<ul style="list-style-type: none"> • If the Employee is not satisfied with the response at Step II, the Employee completes the Step III section of the Grievance Form, appealing the Supervisor’s decision to the department head or appointing authority within seven (7) calendar days after receipt of the written response at Step Two. • Employee gives signed original Grievance Form to Department Head or Appointing Authority. • Employee sends a copy of Grievance Form to County’s Director of Labor Relations. (MOU section 18.8) 	<p>The Department Head, Appointing Authority, or his/her representative, meets with the employee to thoroughly discuss the grievance. The Department Head or Appointing Authority completes the Step III section of the Grievance Form giving a written decision to the grievance within fifteen (15) calendar days after the discussion. A copy of the Department Head’s response is also sent to the County’s Director of Labor Relations. (MOU section 18.9)</p>

STEP IV	<ul style="list-style-type: none">• If the grievance was not settled at Step III, consult your ESC Memorandum of Understanding for an appeal option or contact your Union Representative or the Director of Labor Relations. (MOU sections 18.10 - 18.17)	
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**ESC
MEMORANDUM OF UNDERSTANDING
GRIEVANCE FORM**

For use <u>only</u> to process a grievance under the Grievance Procedure established in Article 18 of the Engineers and Scientists of California, Local 20 for Health Professional employees MOU.	
NAME	JOB CLASSIFICATION
DEPARTMENT/DIVISION	
ASSOCIATION	
STEP I AN INFORMAL DISCUSSION WITH YOUR IMMEDIATE SUPERVISOR.	
<p>Before completing the remainder of this form, an informal discussion with your immediate supervisor must take place within fifteen (15) calendar days from the date of the action causing the grievance. The immediate supervisor must respond within six (6) calendar days.</p>	
SUPERVISOR'S NAME	TITLE
DATE DISCUSSION HELD	DATE OF SUPERVISOR'S RESPONSE
STEP II IF THE GRIEVANCE WAS NOT RESOLVED AT STEP I, STATE IT IN WRITING AT THIS STEP AND SUBMIT THIS FORM TO YOUR IMMEDIATE SUPERVISOR WITH A COPY TO THE COUNTY'S DIRECTOR OF LABOR RELATIONS WITHIN SEVEN (7) DAYS AFTER RECEIPT OF THE IMMEDIATE SUPERVISOR'S RESPONSE FROM STEP I.	
DESCRIBE GRIEVANCE: Be specific, fully describe how the grievant is/was adversely affected (If more space is needed, use additional paper.)	
DATE(S) OF INCIDENT(S)	
M.O.U. ARTICLE VIOLATED	
REQUESTED SOLUTION	

Signature: _____ Date: _____

Step IV. If the grievance was not settled at Step III, consult the MOU for an appeal option or contact your Union Representative or the Director of Labor Relations.

APPENDIX D – Side Letter Agreement

LETTER OF UNDERSTANDING

COUNTY of SONOMA
AND
ENGINEERS AND SCIENTISTS OF CALIFORNIA LOCAL 20 (ESC)

The County of Sonoma and ESC have agreed to the following regarding Sonoma County's Mandatory Time-Off Program for fiscal year 2011/2012:

- 1.) The ESC and the County of Sonoma (County) have agreed to participate in the Mandatory Time-Off (MTO) Program (Attachment A) for fiscal year 2011/2012, effective July 1, 2011 through June 30, 2012.
- 2.) All regular part-time and full-time employees represented by ESC shall participate in the MTO Program.
- 3.) The MTO Program for fiscal year 2011/2012 requires 5 days (40 hours) of Holiday Closure time-off without pay for all full-time County employees. The required MTO will be pro-rated for part-time employees.
- 4.) With limited exceptions (described in Attachment A), for fiscal year 2011/2012, the 40 hours of Holiday Closure MTO shall occur during Holiday Closures on December 23, 27, 28, 29, and 30, 2011. During these times, County facilities will be closed or in some cases alternate arrangements will be made where the closure of operations cannot occur.
- 5.) The details of the MTO Program, including employee benefits and status during the MTO, are described in the Program Proposal (Attachment A).
- 6.) The cash-out of accrued vacation (Vacation Buyback – Section 8.11) and compensatory time off (CTO) shall be suspended for fiscal year 2011/2012, except for any employee who commits in writing to resign, retire, resign and defer retirement, or who is laid off during fiscal year 2011/12, and subject to the provisions of the attached MTO Program document "Vacation and Compensatory Time Buyback" section.
- 7.) The County agrees to reopen regarding the number of MTO hours, in the event the number of MTO hours for fiscal years 2011/2012 agreed to for the majority of represented employees, is less than those agreed to with ESC.
- 9.) The terms and implementation of this program may not be grieved through the grievance procedure of the MOU.
- 10.) This Letter of Understanding sets forth the full and entire understanding of the parties regarding the matters set forth herein. Any other prior or existing understanding or agreements by the parties whether formal or informal regarding any such matters are hereby superseded or terminated in their entirety.
- 11.) Except as specifically provided herein, it is agreed and understood that the Union voluntarily and unqualifiedly waives its right to and releases the County from any obligation to meet and confer on any subject or matter contained herein.
- 12.) No agreement, understanding, variation, waiver or modification of any of the terms or provisions contained herein shall in any manner be binding upon the parties hereto unless made and executed in writing by the parties hereto and, if required, approved and implemented by the County's Board of Supervisors.
- 13.) Nothing in this Letter of Understanding shall be construed to limit, remove, expand or in any way alter the existing or future jurisdiction or authority of the Civil Service Commission as provided in Sonoma County Ordinance No. 305-A as amended or as provided in the rules adopted in accordance with said ordinance.

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

/s/ Bill Robotka		1/21/2011
_____	_____	
ESC	Date	
/s/ Carol Allen		1/21/2011
_____	_____	
County of Sonoma	Date	

APPENDIX D
MANDATORY TIME OFF (MTO) PROGRAM (FY 10/11 & 11/12)
“ATTACHMENT A” TO MTO SIDE LETTER AGREEMENT (APPENDIX D)

Purpose

The purpose of the Mandatory Time Off (MTO) Program is to reduce costs and/or mitigate layoffs by having staff take time off without pay.

Participants

MTO shall apply to all regular part-time and full-time employees of the County and any special districts under the jurisdiction of the Sonoma County Board of Supervisors.

Extra-help employees (whether temporary, intermittent, seasonal, emergency, volunteer auxiliary, or student interns) are not eligible to participate in the MTO Program. An increase in extra-help employees may not be used to offset MTO staffing impacts.

Employees who are exempt under the Fair Labor Standards Act will be considered non-exempt during the week in which they take an MTO day off, and their pay is reduced. Department Heads are responsible for ensuring no overtime is incurred during this time.

MANDATORY TIME OFF AND HOLIDAY OFFICE CLOSURE FY 10/11 & FY 11/12

In fiscal year 2010-11, the County shall utilize a 64 hour Mandatory Time Off without pay program for all regular, full-time County employees. MTO will include 40 hours (5 days) of Holiday Closure and 24 hours (3 days) of floating MTO. MTO hours will be prorated based on FTE for part-time employees. The holiday MTO shall occur during a closure of all County departments on the following holidays:

December 23, 27, 28, 29, 30, 2010. (December 24 and 31 are the scheduled holidays)

In addition to these 40 hours (5 days) of scheduled Holiday Closure, each regular full-time employee will be required to schedule an additional 24 hours (3 days) of mandatory time off to be taken prior to the end of the last full pay period in the 2010/2011 fiscal year.

In fiscal year 2011-12, the County shall utilize a 40 hour Mandatory Time Off without pay program for all regular, full-time County employees. MTO will include 40 hours (5 days) of Holiday Closure. MTO hours will be prorated based on FTE for part-time employees. The holiday MTO shall occur during a closure of all County departments on the following holidays:

December 23, 27, 28, 29, 30, 2011 (December 26 is a scheduled holiday)

There may be limited exceptions to the general closure of County Departments due to operational needs, as described below. It is the express intent of the County to maximize the number of MTO participants during the holiday dates. The County Administrator and the affected department head(s) will make alternative arrangements for employees not able to be off during the Holiday Closure and in those cases employees will be given alternative MTO days prior to the last full pay period in the fiscal year.

MTO in 24/7 Operations

Employees in 24/7 operations where closure is not possible shall participate by taking 64 hours of floating MTO in fiscal year 10/11, and 40 hours of floating MTO in fiscal year 11/12, that must be taken prior to the last full pay period each fiscal year so that salary savings are realized within the fiscal year. Departments will arrange for the MTO days to be taken off during the fiscal year before granting any vacation request or compensatory time off.

Floating MTO days

Floating MTO days are designed to be flexible to allow the Department Head the ability to determine the best option for obtaining the salary savings with minimal disruption to the department's operations while not generating overtime to cover for MTO hours taken. Options for some or all of the Floating MTO days include, but are not limited to the following:

- The Department Head chooses to close based on reduced service demands so that some or all of the employees of the department are on MTO simultaneously
- The Department remains fully or partially open, and the Department Head sets a schedule for MTO days.
- Floating MTO days are scheduled similar to vacation days at the employee's request with approval from their supervisor
- Any combination of the above

Employees

MTO shall be considered time in pay status for the accrual of benefits and eligibility for overtime and holidays. The same level of benefits and deductions shall be maintained for health, vision, life and dental insurance, vacation and sick leave accrual, deferred compensation and retirement credit as if the employee had worked their normal schedule.

Base salary shown on the salary schedules in the respective MOU or Salary Resolution, shall not be adjusted for MTO purposes. Instead, a "deduction" to salary will be the method used to generate MTO savings. Retirement contributions made by the County/Employee for active employees are not affected by the MTO Program. Also, computations used for final compensation for employees retiring are not affected by the MTO Program.

Since the MTO pay reduction is spread out during multiple pay periods, resulting in employees being in a pay status for all hours including the MTO, the hourly cash allowance is not impacted and will be paid for all hours in a pay status. Hours not in a pay status (unpaid and non-MTO hours) shall be treated the same as current practices.

MTO shall apply toward time in service for retirement, completion of probation, eligibility for merit increases and toward seniority.

Employees on MTO may only be assigned to work overtime in case of emergencies. In the event an employee is required to work on a previously scheduled MTO day, shift hours worked will be considered regular hours worked and the employee will be rescheduled for a future MTO day.

Department Conditions

In order to achieve the desired savings from the MTO program, there shall be no backfilling of furloughed employees by utilizing extra-help employees, temporary registry/agency employees, contractors, volunteers, students, trainees, interns, or volunteer auxiliary during the applicable fiscal year. An exception may be permitted when the furloughed employee and all qualified employees have declined an offer or are unavailable to work a furlough day or in cases where extra-help is regularly used to cover "fixed post" positions.

Vacation and Compensatory Time Buyback

Vacation and compensatory time buybacks for fiscal year 2010/2011 shall be suspended except for any employee who commits in writing to resign, retire, resign and defer retirement or who is laid off during fiscal year 2010/2011. The buyback shall be reversed if the separation did not occur as scheduled.

Vacation and compensatory time buybacks for fiscal year 2011/2012 shall be suspended except for any employee who commits in writing to resign, retire, resign and defer retirement or who is laid off during fiscal year 2011/2012. The buyback shall be reversed if the separation did not occur as scheduled.

Vacation and Compensatory Time Off Negotiated Maximums

Vacation Accrual for fiscal year 10/11:

Maximum vacation accumulation shall be raised by 64 hours (above MOU stated limits) during the 2010/2011 fiscal

Amortized MTO hours shall continue to apply to periods of vacation, holiday, compensatory time off, or sick leave hours taken.

MTO Deduction - New Employees

New Full time employees hired will have the same amortized deduction as all other County employees. New employees shall be required to take a prorated number of MTO hours during the fiscal year, to be determined based on their date of hire.

MTO for part-time employees shall be prorated based upon their FTE (full-time equivalent).

Holiday Closure – Alternative Work Schedules

Employees who have a regularly scheduled day off due to their alternative work schedule during any Holiday Closure period shall still be required to take the full number of hours of MTO off by the end of the corresponding fiscal year.

Holiday Pay

Full-Time employees on MTO shall receive eight hours of holiday pay for each holiday, as provided in the applicable MOU or the Salary Resolution. Pro-ration applies for part-time employees. Neither the MTO deduction nor the mandatory time off shall reduce the number of hours used to calculate the pro-ration of holidays for part-time employees.

MTO - Terminating Employees

Employees who were not released from duty during the Holiday Closures and separate from County service shall be paid for any accrued MTO hours not taken at their current rate of pay. If a negative balance exists in the MTO account, employees shall have an amount deducted from their final paycheck equal to the negative balance of hours times their current base hourly rate of pay.

Employee's who transfer to a bargaining unit or department that is not participating in an MTO program shall be required to use the hours accumulated prior to the last pay period of the applicable fiscal year.

Employees Laid Off – Eligible for Severance

If an employee receives a lay off notice, and is eligible for a severance period that includes any of the Holiday Closure or scheduled floating MTO days, the time will not be charged to MTO, vacation, sick leave, or CTO. Any MTO accrued but unused balances will be paid to the employee at time of lay off.

Holiday Closures - Employees with periods of Leave Without Pay (LWOP)

Employees requesting LWOP during the applicable fiscal year must exhaust any amortized MTO accumulated prior to going into an unpaid status. Employees returning to paid status will have the same MTO deduction taken as regular County employees (pro-rated based on FTE). Each time the employee goes on leave, any MTO accumulated balances will be depleted so there is a zero (0) balance before any other paid or unpaid leave is used.

Any balances remaining at the end of the fiscal year will be reconciled as stated above. (MTO Accounts and Balances)

Workers Compensation Leave

MTO provisions do not apply to employees on Worker's Compensation leave due to an industrial illness or injury.

If an employee is receiving temporary disability payments during any Holiday Closure and would have been unable to work due to an industrial injury or illness, they will be permitted to utilize accrued but unused time off prior to the end of the fiscal year.

Long Term Disability

Earnings for employees on Long Term Disability will be based on regular salary and not be reduced by the amounts deducted for MTO.

Floating Mandatory Time Off and 24/7 Operations

The County shall be closed for business for a total of 40 hours in fiscal year 2010/11 (the 3 Floating MTO days in fiscal year 2010/2011 may result in a departmental closure, at the department head's discretion), and 40 hours in

fiscal year 2011/12, as stated above.

Employees in operations that cannot completely close for Holiday Closure and who take all MTO as floating MTO days (64 hours in fiscal year 2010/11 and 40 hours in fiscal year 2011/12) shall be treated in the same manner as described for the Holiday Closure as stated herein. The only difference is that an employee who works during the Holiday Closure will take all MTO as floating MTO days.

Due to operational needs there are exceptions to the general closure of County Departments where special circumstances are required to maintain mandated coverage. For those departments that must operate during all or some of the closure period and for departments that must operate 24 hours a day 7 days per week, participation in the MTO program is still required.

It is the intent of this policy to maximize MTO savings while minimizing the use of overtime, standby, or callback to backfill vacant positions.

Scheduling of Floating MTO days

Employees designated to work during any portion of the Holiday Closures will have until the end of the corresponding fiscal year to take off the hours of MTO. Deductions in pay for all hours of MTO will be amortized over multiple pay periods in the corresponding fiscal year. MTO will be used in increments of the length of one of the employee's regular shifts or less and scheduled with the approval of their supervisor. MTO shall be used before any vacation or compensatory time off, until all MTO hours have been exhausted.

Employees taking floating MTO will be provided the same protections with respect to level of benefits deductions, vacation and sick leave accrual, deferred compensation and retirement credit as employees taking MTO during the closures. MTO taken shall be considered time in pay status for the accrual of benefits and eligibility for overtime and holidays.

APPENDIX E – Voluntary Time Off Program

VOLUNTARY TIME OFF (VTO) PROGRAM

1. Purpose:
The purpose of the Voluntary Time Off program is to mitigate the need for layoffs of employees in a department. This is done by employees in that department reducing their hours worked and their pay on a temporary basis, until funding has improved or staffing levels have been reduced. This program is not intended for permanent reductions in FTEs. Employees wishing to work less than their current FTE on a permanent basis should contact their department regarding a change in their status.

2. Request Submission
 - a. An employee wishing to take Voluntary Time Off with out pay (defined as hourly rate) may submit a request for a specific number of hours/days he/she wishes to take as VTO, on the VTO Request Form. The use of VTO is voluntary by the employee and can be withdrawn by the employee at any time. Agreement by the department head to a VTO schedule is voluntary and can be withdrawn by the department at any time.

 - b. Joint agreement between the employee and his/her department head or designee is required and shall specify the exact hours/days to be taken off under VTO.

3. Employee Conditions
The department head or designee may authorize a permanent or probationary employee Voluntary Time Off without pay with the right to return to the same allocation subject to the following conditions:
 - a. VTO shall be considered time in pay status for the accrual of benefits, cash allowance and eligibility for overtime and holidays. The same level of benefits and deductions shall be maintained for health, vision, life and dental insurance, vacation and sick leave accrual and retirement credit. The Employee's base salary shall be reduced for each hour taken as VTO. The hourly cash allowance is paid for all hours in a pay status, thus will not be impacted by VTO hours taken.

 - b. VTO may be taken in increments of not less than one-half hour. VTO shall be prorated for part-time employees based upon their regular work schedule (budgeted FTE). Employees may reduce their work schedule by up to 25% of their regular work schedule per pay period (for a full time FTE, the maximum reduction per pay period would be 20 hours).

 - c. VTO shall apply toward time in service for retirement, completion of probation, eligibility for merit increases and toward seniority.

 - d. VTO shall be granted without requiring employees to first use accumulated vacation or compensatory time off.

 - e. VTO shall be available only to employees who are in pay status the entire work day before the beginning of the VTO, as well as the entire work day after the completion of VTO.

 - f. VTO shall not be available to employees on other leaves without pay.

 - g. VTO is contingent upon approval of the department head. Department heads may decline to agree for any reason. Approval must be received at least 5 days in advance of the

requested dates.

- h. Employees on VTO may only be assigned to work overtime in case of emergencies.

4. Department Conditions

- a. Any VTO savings will remain within the department in which the VTO is taken.
- b. Departments by agreeing to an employee's participation in VTO are agreeing that they will not fill vacant positions in their departments in the same classifications and location of those employees that are participating in VTO. Departments may not use extra help in the same classifications and locations of employees they have approved to be in the VTO Program. If at such time, the department intends to fill vacant positions in the classifications participating in VTO, then the department shall suspend current employees' participation in the VTO program. Departments will not assign overtime to any employees in classifications participating in VTO except in emergencies.
- c. Departments will consider, before approving any VTO request, the impact on revenues and reimbursements for VTO hours and only approve VTO requests that save money after taking into consideration the net impact of those revenue reductions.

6. Communication

- a. The County and employee organizations may develop and distribute literature to represented employees that publicizes and explains the VTO program.

THE COUNTY OF SONOMA
VOLUNTARY TIME OFF (VTO) REQUEST

INSTRUCTIONS: Carefully read the conditions outlined in the Voluntary Time Off (VTO) Program. Complete this request form (*Please Print*), and submit it to your supervisor who will route it to your Department Head or designee for approval; then to the Department Payroll Clerk for processing and filing. **NOTE:** More than one request form may be submitted.

Name: _____ Employee #: _____

Job Class: _____ Bargaining Unit: _____ Department: _____

REQUESTED VTO DATES:		TOTAL
FROM:	TO:	HOURS

REQUESTED VTO DATES:		TOTAL
FROM:	TO:	HOURS
TOTAL:		

This request is an agreement between the employee and department head or designee as outlined above. This agreement is subject to approval, and management reserves the right to institute and revoke agreements. Employees may reduce their work schedule by up to 25% of their regular work schedule (for a full time FTE, the maximum reduction per pay period would be 20 hours). A reduction in hours will not impact non salary benefit levels for employees.

VTO may be taken in increments of not less than one-half hour. VTO shall be available to employees who are in "pay status" the work day before the beginning of the VTO as well as in "pay status" the entire work day after the completion of the VTO. VTO shall not be available to employees on leaves without pay.

The above is in accord with my understanding:

Employee Signature: _____ Date: _____

Comment: _____

Department Head Authorization: _____ Date: _____

Comment: _____

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