

**MEMORANDUM OF UNDERSTANDING**

**BETWEEN THE COUNTY OF SONOMA,**

**AND THE**

**INTERNATIONAL UNION OF OPERATING  
ENGINEERS,**

**STATIONARY ENGINEERS, LOCAL NO. 39**

**2010 - 2011**

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# **MEMORANDUM OF UNDERSTANDING**

## **BETWEEN THE COUNTY OF SONOMA, AND THE INTERNATIONAL UNION OF OPERATING ENGINEERS, STATIONARY ENGINEERS, LOCAL NO. 39**

**2010 - 2011**

### **ARTICLE 1 - PREAMBLE**

This agreement between the duly appointed representatives of Sonoma County, Sonoma County Water Agency, and Sonoma County Fair and Exposition, Inc., hereinafter referred to as "County", and the International Union of Operating Engineers, Stationary Engineers Local 39, hereinafter referred to as the "Union", contains the agreement of each concerning wages, hours and other terms and conditions of employment for the term of this Memorandum of Understanding.

The parties jointly agree to recommend to the County Board of Supervisors and the Board of Directors of the Sonoma County Water Agency the adoption of this Memorandum. This Memorandum shall apply only to those employees in classifications listed within the bargaining unit under "Article 3 - Recognition."

### **ARTICLE 2 - DEFINITIONS**

#### **2.1 Definitions**

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 or the Rules of the Civil Service Commission.

**DEPARTMENT HEAD:** The General Services Director, Fair Manager, Director of Regional Parks, Public Works Director, and General Manager, Sonoma County Water Agency, or designee, and any other similar chief operating and administrative officer, or designee, of a County department employing one or more members of the bargaining unit represented by the Union.

**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.

**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.

**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.

**HOURS WORKED:** includes all time spent during which the employee is engaged in duties or activities required by the County and pursued necessarily and primarily for the benefit of the County.

**IN-SERVICE HOURS:** are 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.

**PROMOTION:** the reassignment of an employee from a position in one class to a position in another class which is allocated to a higher salary or salary range.

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

**REGULAR WORK PERIOD:** the determination by the County of the fixed regularly recurring period of either seven (7) or fourteen (14) consecutive days.

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



**REGULAR WORK DAY:** a 24-hour period containing a specified number of hours of work (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 economic benefits.

**SALARY RANGE:** the salary level for any given classification. The salary range shall consist of nine (9) salary steps, each approximately two percent (2%) apart and identified with the letter "A" through "I". Each salary range shall be identified by a number that shall correspond with the cents per hour of the "A" step of that salary range. Similarly, each step of the salary range shall be expressed in cents per hour.

**SENIORITY:** time spent by an employee in continuous employment by the County in pay or unpaid status as long as there is no break in service.

**SPLIT WORK DAY:** a 24-hour period containing no more than eight (8) or ten (10) non-consecutive hours of work.

**STATUTORY OVERTIME:** is all overtime required to be paid by the Fair Labor Standards Act. Currently, it is all hours worked in excess of forty (40) hours in a regular seven (7) day work period. For employees on a regular fourteen (14) day work period, it is all hours worked in excess of eight (8) in a regular work day or all hours worked in excess of eighty (80) in a regular fourteen (14) day work period.

**WORK SHIFT:** the hours which an employee is scheduled to work within a regular or split workday.

## 2.2 Fair Labor Standards Act Not Incorporated

The provisions of the FLSA are not hereby incorporated into this contract by the mention of the statute.

### **ARTICLE 3 - RECOGNITION**

- 3.1 The County recognizes the Union as the exclusive recognized employee organization for the Skilled Trades Non-Supervisory Unit. The bargaining unit consists of full-time and part-time employees in allocated positions in the classifications listed below:

<u>CLASS NO.</u>	<u>TITLE</u>
5222	Automotive Mechanic
5223	Automotive Technician
5330	Building Maintenance Worker
5331	Building Mechanic I
5335	Building Mechanic II
1703	Communications Technician I
1705	Communications Technician II
5112	Electrician/Instrumentation Technician
5098	Environmental Compliance Inspector
5225	Heavy Equipment Mechanic I
5226	Heavy Equipment Mechanic II
5340	Landfill Facilities Specialist

5224	Lead Automotive Technician
1710	Senior Communications Technician
5228	Senior Heavy Equipment Mechanic
5142	Water Agency Chemist
5129	Water Agency Mechanic
5125	Water Agency Plant Operator
5123	Water Agency Plant Operator Apprentice
5126	Water Agency Senior Plant Operator
5132	Water Agency Lead Mechanic
5210	Welder

- 3.2 The Union and its authorized representatives have the recognized right to represent members of the bargaining unit on all matters within the scope of representation.
- 3.3 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 upon adoption by the Board of Supervisors, unless otherwise specified. This Memorandum will expire and otherwise be fully terminated at 11:59 pm on March 10, 2011.
- 4.2 In the event the Union desires to negotiate a successor Memorandum of Understanding, it shall serve on the County by December 10, 2010 its written request to commence negotiations for any successor Memorandum of Understanding.

**ARTICLE 5 - UNION RIGHTS AND BENEFITS**

- 5.1 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. The 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 for a reasonable amount of time before the intended visit. The 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 name appears on the current list shall be granted access under this provision.
- 5.2 Bulletin Boards  
The 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, any material shall be plainly and legibly initialed by an authorized representative of the Union.
- 5.3 Meeting Space  
Upon request of the Union, the County may provide meeting space outside working hours, provided such space is available and the 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.

5.4 Job Stewards

The County recognizes the need and affirms the right of the Union to designate Job Stewards from among employees in the bargaining unit. The Union may designate a reasonable number of Job Stewards to communicate violations of this agreement to the Union staff. For this purpose the County shall grant the Job Steward a reasonable amount of time. 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 County will not take reprisal against any Steward for the Steward's protected activities as provided for under this Memorandum. The Union will provide the County's Director of Labor Relations with a current and updated list of Stewards.

5.5 Job Steward Training

Upon request of the Union, the County may allow paid release time for a Job Steward to attend the Union's semi-annual training seminar for Job Stewards of Local 39. Mileage and other expenses for these purposes will not be provided by the County. The number of Job Stewards released will be reasonable and not hamper operational needs. Any request granted may be later denied in the event of an emergency condition facing the County.

5.6 Dues Check Off

The County agrees to deduct all the Union dues, insurance premiums and assessments from the pay of those employees who have authorized that such deduction be made. The amounts deducted shall be remitted promptly to the Union or its designees, with an alphabetical list of the employees from whom deducted.

5.7 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 the request and, if possible, indicate the general priority if known within thirty (30) calendar days of the date the request was received by the Human Resources Department. The Human Resources Director, or designee, will review the status of pending classification study requests with a staff member of the Union upon request.

5.8 Joint Training on Memorandum

The Union and the County agree to jointly present informational training on this Memorandum to affected supervisors and managers. The details of the training shall be mutually agreed upon by the Union and the County. The parties intend to conduct this training session or sessions within ninety (90) days from the date this Memorandum is implemented by resolution by the Board of Supervisors.

## **ARTICLE 6 - MANAGEMENT RIGHTS**

6.1 Reservation of Right

The 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.

6.2 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 lay off 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.

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

The County retains its right to assign and place volunteers in accordance with County policy.

## **ARTICLE 7 - SALARIES AND STATUS CHANGES**

7.1 Salary

a.) Salary ranges shall be as specified in Appendix A for employees in this unit.

b.) Effective the first full pay period after adoption by the Board of Supervisors, base salaries of classifications that are more than five percent (5%) below the salary-only market average, based on the County's 2009 compensation survey, shall be increased to ninety-five percent (95%) of the average monthly salary for each related classification as follows:

- 1% adjustment for the Water Agency Plant Operator benchmark classes
- Align the Water Agency Chemist salary to the benchmark classification of Environmental Compliance Inspector

The parties agree that in preparation for the next subsequent negotiation only, that a labor management committee of no more than two (2) employees from the Water Agency, one (1) employee representative and three (3) representatives from the County will meet no later than September 15, 2010 to review the classifications and benchmark salary survey matches for the Water Agency Plant Operator classification within the following survey universe:

City of Santa Rosa  
Central Contra Costa Sanitary District  
City of Daly City  
Contra Costa Water District  
Marin Municipal Water District  
Napa Sanitation District

c.) Hourly Cash Allowance

Effective the pay period beginning April 20, 2010 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.

7.2 Three Steps

Employees in this unit are paid within a three (3) step system, the Steps being E, G, I of the respective salary range. Any salary changes resulting from changes in status must be carried out within the three (3) step system.

7.3 Salary At Appointment

Except as otherwise provided by this Article 7, herein, appointment to any position in any class shall be made at the minimum rate, i.e., Step E, and advancement to rates greater than the minimum rate, i.e., Steps G and I, 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 of Step E, employment of individuals who possess special qualifications higher than the minimum qualifications prescribed for the particular class may be authorized at Step G or I upon recommendation of the appointing authority with approval of the County.

7.4 Consideration Upon Reappointment or Return

A full-time or part-time employee who resigns in good standing and is reappointed on a full-time or part-time or extra-help basis in the same or a closely related class in the same or a lower salary range within two (2) years of resignation shall not be paid less than two (2) steps below the step paid at the time of resignation. Approval of the County is only required if the person is rehired at a step which exceeds the step paid at the time of resignation. A full-time or part-time employee who resigns in good standing and, within one (1) month of the date of resignation, is appointed to an extra-help job in any class may, with approval of the appointing authority, receive the hourly rate which is closest to but does not exceed the step rate received upon resignation.

7.5 Extra-Help to Extra-Help or Permanent Appointment

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

7.6 Salary Upon Restoration

Any full-time or part-time employee displaced, laid off, or voluntarily demoted in lieu of layoff and reappointed within two (2) 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 rate closest to but not exceeding the step

received at the time of displacement, layoff or voluntary demotion or the step of the range which is closest to but not exceeding the rate the employee is currently being paid as a County employee, whichever is greater. 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.

7.7 Salary Upon Promotion

Except as otherwise provided herein, any full- or part-time employee who is promoted to a position in a class allocated to a higher salary range than the class from which the employee was promoted shall receive the salary step of the appropriate range which would constitute an increase of salary most closely equivalent to five percent (5%) of the employee's salary step before promotion, but not less than Step E of the new class nor greater than Step I 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 7.19.

7.8 Advanced Salary Upon Promotion

Upon promotion of a full-time or part-time employee to a new class, the Human Resources Director may recommend to the County Administrator that the person being promoted shall receive a rate of pay representing more than a five percent (5%) increase, but which in no way exceeds Step I of the new range.

7.9 Salary Upon Demotion During Probation

Any full- 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 step reduced to the salary step the employee would have received if the employee had remained in the lower class throughout the employee's period of service in the higher class. The employee's eligibility for merit advancement shall be determined as if the employee had remained in the lower class throughout the period of service in the higher class.

7.10 Salary Upon Involuntary Demotion

A full- or part-time employee, to whom the circumstances described in Section 7.9, 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 step reduced to the salary step in the range for the new class next lower than, or not more than, five percent (5%) lower than the salary step received before demotion, except that such employee shall not be paid more than Step I of the class to which the employee is demoted. The employee's eligibility for merit advancement shall not change as a result of demotion.

7.11 Salary Upon Voluntary Demotion

A full- or part-time employee, to whom the circumstances described in Section 7.9, above, do not apply, who is demoted voluntarily or who is displaced as a result of layoff to a position of a class which is allocated to a lower salary range than the class from which the employee is demoted or displaced as a result of layoff, shall receive the highest salary step in the range for the new class which doesn't exceed the salary step received before demotion or displacement but not exceeding Step I of the salary step range for the new class. The employee's eligibility for merit advancement shall not change as a result of demotion or displacement.

7.12 Building Mechanics - Special Provision

Building Mechanics I or II who were hired after July 1980, do not have the right of demotion to Building Mechanic I class specified in Section 7.9, 7.10, or 7.11 above.

7.13 Salary Upon Reappointment From Voluntary Demotion

Any full- 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.

7.14 Salary Upon Transfer

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

7.15 Salary Upon Reallocation of Class

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

7.16 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 step received prior to the reclassification if the incumbent is appointed to fill the position.
- 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 Section 7.7 upon promotion if the incumbent is appointed to fill the position.

- 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 step until termination of employment in the position, or until a percentage increase in pay may be authorized, whichever first occurs. Appropriate records shall show such an incumbent as being paid at a special fixed rate (Y-rate) of the salary range for the employee's class.

7.17 Merit Advancement Within Salary Ranges

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

7.18 Salary Upon Advancement Within A Range

Each employee shall be considered for an initial merit increase when the employee's total hours in pay status within the current class exclusive of overtime equals 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 (not to exceed Step I) equals 2,080 hours, exclusive of overtime.

7.19 Effective Date of Merit Increase

If the employee's date of eligibility for a merit increase occurs during the first seven (7) calendar days of the pay period, the merit increase shall be effective the first day of the payroll period in which the employee was eligible. If the employee's date of eligibility for a merit increase occurs during the second seven (7) calendar days of the payroll period, the merit increase shall be effective the first day of the following pay period. Effective with the implementation of the Human Resources Management System (HRMS), the effective date of the merit increase shall be the start of the work day during which the employee becomes eligible for the merit increase.

## **ARTICLE 8 - HOURS OF WORK AND OVERTIME**

8.1 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.

8.2 Types of Employment

- a) Full-Time: An allocated position which is regularly scheduled to work eighty (80) hours in a bi-weekly pay period of fourteen (14) consecutive calendar days.
- b) Part-Time: An allocated position which is regularly scheduled to work less than eighty (80) hours in a bi-weekly pay period of fourteen (14) consecutive calendar days. Part-time employees shall be eligible to receive vacation, sick leave, and holiday benefits on a prorata basis. Usage and accrual of said benefits shall be governed by the same rules and regulations applicable to full-time employees.



8.3 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 Article 2, 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 when required by law or when the employee's pay status hours exceed forty (40) in the employee's regular seven (7) day work 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.

8.4 Posting of Work Schedules

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

8.5 Change of Work Schedules

- 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 ten (10) calendar days prior to the effective date of the schedule change.
- b) Failure to give the ten (10) days notice to a full-time employee shall entitle the affected employee to compensation equaling one and one-half times the employee's base hourly rate for any hours actually worked outside the employee's prior regular work schedule unless the County has given the employee ten (10) calendar days notice. However, for each such hour worked that constitutes statutory overtime as defined in Section 8.7, compensation shall be based on the employee's regular rate of pay.
- c) If any full-time employee has been given ten (10) calendar days advance notice of a shift change and the shift change results in the employee doubling-back to work the new shift after leaving the work site, all hours worked on the new shift within the employee's same work day as the former shift will be paid at the employee's base rate, not at overtime, except as otherwise required by law. If the County fails to provide the ten (10) days advance notice in this situation, then the hours worked on the new shift within the same 24-hour work day will be at overtime.
- d) Part-time employees will not be paid overtime for changes in schedule unless it results in an employee working in excess of the normal full-time daily work schedule established by the Appointing Authority or unless it is required to be paid by law.
- e) In the event that changes in work schedules for groups of employees are proposed, the County agrees to consult with the Union prior to implementing any schedule change.

8.6 Employee Preference

Notwithstanding Section 8.7, 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 worked does not exceed forty (40) hours in a work week or would otherwise create overtime required by law. Statutory overtime cannot be waived.

8.7 Statutory Overtime

Overtime for all employees is divided into statutory overtime and non-statutory overtime. Statutory overtime for non-exempt employees is currently defined as all hours actually worked in excess of forty (40) hours in a regular 7-day work period.

8.8 Non-Statutory Overtime

Non-statutory overtime is defined as:

- a) hours worked in excess of forty (40) hours in pay status in a regular 7-day work period; or hours worked in excess of eighty (80) pay status hours in a pay period;
- b) hours worked in excess of eight (8) hours (for 5/8 schedule) or nine (9) hours (for a 9/8/1 schedule) or 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) on the seventh consecutive full (8 or 9 or 10 hour) day actually worked and any consecutive days actually worked thereafter;
- d) any time worked on a holiday as provided for in this Memorandum in the holiday provision.

8.9 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.

8.10 Overtime Earned

All overtime, except as provided below, shall be earned at the rate of one and one-half (1.5) hours for each one (1) overtime hour worked.

8.11 Overtime Compensation

Overtime earned shall be compensated either in cash at one and one-half (1.5) times the employee's base hourly rate or as compensatory time off at the rate of one and one-half (1.5) hours for each hour earned.

In the event that the compensation of hours at overtime under Sections 8.1 through 8.11 results in an employee's total regular hours in the pay period, exclusive of overtime, being fewer than the employee's regularly scheduled hours, such overtime hours shall be compensated by separating overtime hours worked into regular time (paid at the base hourly rate) and half-time pay (paid at half the base hourly rate) up to a minimum of the employee's allocated biweekly schedule and a maximum of eighty (80) hours biweekly.

8.12 Compensatory Time Accrual

The employee assigned to overtime and eligible for compensatory time off shall make an irrevocable choice each time such overtime is earned whether to be compensated in cash at the employee's base hourly rate or in compensatory time off until the employee has accrued credit for a maximum of forty (40) hours of compensatory time. 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. After eighty (80) hours of compensatory time has been accumulated, the department must compensate the employee in cash for any additional overtime worked.

8.13 Approval of 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.

8.14 Payment of Overtime Credit 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 separation.

8.15 Overtime Provisions 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.

8.16 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.

8.17 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 assign an employee to a non duty-free meal period, the department shall give the affected employees advanced written notice and provide an opportunity for the affected employees to discuss the issue if requested with the appointing authority before final action is taken. If the County plans to create a duty-free meal period where such does not exist, the department will give the affected employees advanced written notice and provide an opportunity for the affected employees to discuss the issue if requested with the appointing authority before final action is taken. Employees or the Union shall have the right to request a change in the status of their meal period (from a duty-free status to a non duty-free or the opposite) at any time during this Memorandum. Upon such request, the appointing authority, or designee, shall meet and discuss the request with the employees and consider fully the possibility of granting the request.

If an employee is required to work over four (4) consecutive hours of overtime, an employee will be entitled to one (1), one-half (1/2) hour paid meal period to be taken after the fourth (4<sup>th</sup>) consecutive hour or, if infeasible, at the conclusion of the job.

8.18 Non-Applicability of FLSA

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

**ARTICLE 9 - CALL BACK**

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 of three (3) hours at overtime 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. For purposes of computing statutory overtime, only time actually worked and travel time shall be considered. The remaining time shall be considered non-statutory overtime.

## **ARTICLE 10 - PHONE WORK COMPENSATION**

With the appointing authority's approval, an employee may be called upon to resolve work related problems by telephone without returning to the work site. Such time spent actually on the phone shall be treated as time worked. Compensation for such work shall be a minimum of one (1) hour of overtime compensation for any and all telephone calls received or made within that one hour period. In the event a later telephone call is received after the prior one hour of telephone work time, and the call required the employee to again resolve work-related problems by telephone, the employee shall be paid for an additional one hour of overtime compensation for all telephone calls received within that next hour. Phone work performed during a regularly scheduled telecommuting assignment is not eligible for payment under this Article.

## **ARTICLE 11 - PREMIUM PAYS**

### **11.1 Standby**

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 employees ability to perform assigned duties. Employees assigned to standby shall be compensated at the rate of \$4.50 per hour for every hour so assigned with a minimum eight (8) hour standby assignment. Standby time is not to be construed as work time. In no case shall an employee continue to receive standby pay once called back to work.

### **11.2 Shift Differential**

All employees who are assigned to and actually work an evening or night work shift as defined below shall be paid as follows:

- An additional five percent (5%) above the employee's base hourly rate for each hour actually worked on an evening shift.
- An additional ten percent (10%) above the employee's base hourly rate for each hour actually worked on a night shift.

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 5:00 a.m. 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 above.

An employee assigned to and who actually works a relief shift assignment shall receive shift differential of seven and one half percent (7 1/2%) above the employee's base hourly rate for each hour actually worked on the relief shift assignment. When an employee works a relief shift assignment more than thirty (30) consecutive work days, the 7 1/2% pay shall be increased to ten percent (10%) for all subsequent work days on the continuing relief shift

assignment. The 7 1/2% and 10% relief shift differentials shall be in lieu of any evening or night shift differentials the employee would otherwise be eligible to receive. A "relief shift assignment" is a regular shift assignment requiring the employee to work any combination of day, evening and night shifts for at least a full work week.

11.3 Premium Pay for Leading Non-County Workers

An employee who is assigned to lead a work crew of three (3) or more non-County workers including but not limited to the General Assistance, Adult Offender, Honor Farm, or Community Service programs, shall be entitled to receive a premium of five percent (5%) of the base hourly rate for all hours assigned to this task.

11.4 Water Agency Plant Operators

An employee in the class of Water Agency Plant Operator who installs, tests, repairs or performs major mechanical work on wastewater treatment plant equipment and machinery shall receive a premium of fifty (50) cents per hour for the time spent assigned to and actually performing mechanical tasks. Such tasks shall include dismantling (not disconnecting) pumps, blowers, motors, etc.; troubleshooting panels and diagnosing problems; replacing broken or worn parts or packing; or other tasks where a mechanic would routinely do the job.

11.5 Water Agency Certification Incentive Pay

- a. Any Water Agency Senior Plant Operator who receives a California Wastewater Plant Operator Grade IV certificate while employed by the Water Agency will receive a one-time \$1,000 bonus.
- b. Any Water Agency Mechanic or Lead Mechanic who receives a California Water Environment Association Plant Maintenance Mechanical Technologist Grade II certificate while employed by the Water Agency will receive a one-time \$1,000 bonus.
- c. Any Water Agency Chemist who receives a California Water Environment Association or AWWA Laboratory Analyst Grade III certificate while employed by the Water Agency will receive a one-time \$1,000 bonus.
- d. Any Water Agency Environmental Compliance Inspector who receives a California Water Environment Association Environmental Compliance Inspector Grade III certificate while employed by the Water Agency will receive a one-time \$1,000 bonus.
- e. Any Electrician/Instrumentation Technician who receives a California Water Environment Association Plant Maintenance Electrical/Instrumentation Technician Grade II certificate while employed by the Water Agency will receive a one-time \$1,000 bonus.
- f. Any Water Agency Auto Mechanic who receives both an ASE Vehicle Technician - Brakes, and ASE Vehicle Technician - Engine while employed by the Water Agency will receive a one-time \$1,000 bonus for earning both certificates.
- g. Any Water Agency Heavy Equipment Mechanic who receives both an ASE Medium/Heavy Truck Technician and ASE Diesel Engine Certificates while employed by the Water Agency will receive a one-time \$1,000 bonus for earning both certificates.
- h. Any Water Agency Plant Operator, Senior Plant Operator, Water Agency Mechanic, Electrician/Instrumentation Technician, Water Agency Chemist or Environmental Compliance Inspector who, while in the employment of the Agency, earns any one certificate in the Distribution Certificate series (D1, D2, or

D3) will receive a one-time bonus of \$500. This bonus will be paid only once, for any level of certificate in the series. Any subsequent certificates received in the series will not receive a bonus payment.

11.6 Tree Trimming/Pruning Premium – Fairgrounds

Each Fairgrounds Building Maintenance Worker, or Building Mechanic I/II assigned to climb into trees and trim or prune limbs which are more than ten (10) feet from the ground, shall be paid the additional hourly rate of \$1.60, for a minimum of two (2) hours and for each additional hour or portion thereof.

11.7 Fairground Special Equipment Operation

Each Fairgrounds Building Maintenance Worker, or Building Mechanic I/II, who is assigned to and who operates a three-wheeled straw loader, shall be paid an additional hourly premium of \$1.10, per hour for each hour or portion thereof the employee operates this piece of equipment.

11.8 Heavy Trucks Operation – Definition

A heavy truck shall be defined for the purposes of this Article as:

- a. a three-axle truck, or a truck and trailer or semi-trailer combination, having a combined gross vehicle weight of 40,000 pounds or greater; or
- b. any vehicle including a four-yard or larger dump truck pulling any trailer whose gross laden weight is 10,000 pounds, or greater, or
- c. a two-axle water truck with a gross vehicle weight in excess of 30,000 pounds and requiring a tanker endorsement.

11.9 Heavy Trucks Operation – Daily or Intermittent Assignment

A Fairgrounds Building Mechanic I/II, Building Maintenance Worker, Water Agency Mechanic, Water Agency Lead Mechanic or Transportation and Public Works Building Mechanic I/II who is assigned to drive a heavy truck and do service maintenance as required on a day-to-day or intermittent basis shall be paid an additional hourly rate of \$2.45 for every hour worked up to four and one-half (4.5) hours per day if working eight-hour days, for every hour worked up to five (5) hours per day if working nine-hour days and for every hour worked up to five and one-half (5.5) hours per day if working ten-hour days.

11.10 Communications Tower Maintenance

Each employee in the classification of Communications Technician I, Communications Technician II or Senior Communications Technician when assigned to perform work ten (10) feet or more above the ground on the communications towers only, shall be paid an additional hourly rate of \$1.50 per hour for a minimum of two (2) hours and for each additional hour or portion thereof the employee is so assigned.

## **ARTICLE 12 - TEMPORARY PROMOTION PREMIUM**

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

salary of the new class. The employee shall receive this salary as long as the employee continues to serve in such assignment and shall be entitled to receive increases for the position in accordance with the merit increase section of this Memorandum as though the employee had been appointed on the day that the employee began to receive the salary designated for the position.

An employee subsequently reassigned within twenty-four (24) months of the beginning date of the initial assignment to fill a vacancy in the higher position must serve in such capacity for more than three consecutive days of work prior to receiving the salary as described above in this Article. An employee who is subsequently reassigned within twelve (12) months of the ending date of the most recent temporary promotion, shall be considered for a merit increase in the higher class when the employee's total cumulative hours in the higher class are in accordance with Section 7.18.

### **ARTICLE 13 - TOOLS AND EQUIPMENT**

13.1 Except as provided in Section 13.2, below, the County agrees to provide all tools, equipment and supplies reasonably necessary to bargaining unit employees for performance of employment duties.

13.2 The County may require an employee to provide a set of personal tools to be used in the line of duty and which appear on an itemized inventory of tools designated in writing by the appointing authority as being required to be used in work. If the County changes the tool requirements, the Union may request, within twenty-one (21) calendar days of the posting of the list that the County meet and confer on the changes. Such meet and confer shall not exceed ninety (90) calendar days from the date of a request to meet and confer and shall include mediation, if any.

The County agrees to reimburse employees at replacement value for tools broken during normal usage or for tools stolen from the work site, subject to the following guidelines:

- a) No reimbursement is authorized for loss primarily attributable to the claimant's own negligence or carelessness.
- b) All affected employees required to use personal tools in their employment with the County shall inventory these tools and provide information as to type of tool, quantity, make and condition. The inventory shall be forwarded to the appointing authority and updated as necessary and at least once each year, with each employee responsible to report additions or deletions as they occur. Employees will be allowed up to four (4) hours of County time each year for tool inventory. The appointing authority will provide written acknowledgment of receipt of each employee's inventory list.
- c) All tools must be stored in a cabinet, box, or locker with locks in good working order. All tools shall be locked prior to the employee leaving the work site.
- d) All losses shall be reported to the appointing authority in writing as soon as discovered.
- e) Cabinets and chests will be considered tools. This policy does not include electronic equipment unless it has been authorized for use by the appointing authority. The procedures for reimbursement shall be the same as the personal property reimbursement guidelines as outlined in Board of Supervisors Resolution No. 56420 dated January 18, 1977.
- f) Non-County workers are not entitled to use the personal tools of an employee in the bargaining unit.
- g) Regarding tool purchase reimbursement described in Subsection 16.2.1, employees first must purchase tools which fulfill the requirements of the designated division tool

list; when all required tools on the list have been purchased, additional tools may be purchased with management approval.

13.3 Mechanic After Duty Hours Access To Personal Tools

Employees assigned to Fleet Operations or Water Agency as an Automotive Mechanic, Automotive Technician, Heavy Equipment Mechanic, Lead Automotive Technician, or Senior Heavy Equipment Mechanic shall have security access to the employee's personal tools for fifteen (15) minutes after shop hours and during the employee's non duty time for the purpose of removing the employee's personal tools from the worksite. Employees removing their tools shall return them to the shop to be available their next scheduled work day.

**ARTICLE 14 - PERSONAL PROPERTY REIMBURSEMENT**

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

**ARTICLE 15 - WORK CLOTHES**

15.1 Uniforms and Work Clothes

The County may prescribe reasonable work clothes and uniform standards for employees. The County may also provide employees with uniforms and work clothes as required by the County and maintain, repair or replace such, all at no cost to the employee. Uniforms and work clothes standards or those items actually furnished by the County may vary among different classifications and work groups or locations.

County departments will replace, when necessary, the existing uniforms with uniforms having a cotton/polyester fabric.

The County will provide two (2) jackets to each employee in the bargaining unit. Jackets may be laundered, repaired or replaced, as needed by the County. Machinist aprons for mechanics who work on the machinery in the Water Agency Operations Center will be provided.

15.2 Raingear

The County will provide adequate raingear for employees whose work places them in need of raingear. Raingear will be provided at no cost to employees.

15.3 Safety Shoes

Each employee shall maintain for use at work two (2) pair of safety shoes or boots as determined to be needed and approved by the employee's department head. Effective September 30, 2003 ESD shoes or boots will be included on the safety shoes eligibility list at the manager's discretion for employees that work with electricity. The County will supplement the cost of each pair of the safety shoes or boots and approved accessories through the use of vouchers worth \$200/pair. A newly hired employee will receive a



voucher good for one (1) pair of safety shoes or boots and approved accessories at the beginning of the employee's probationary period and the second voucher when the employee obtains permanent status. Whenever a pair of an employee's supplemented safety shoes or boots are not serviceable and repairable because of wear or damage, the employee will receive a new voucher to use to replace the unserviceable pair.

15.4 Responsibility of the Employee

Each employee issued prescribed work clothes, uniforms or safety apparel shall be expected to wear and possess all items required for the employee's specific work assignment. Any employee not in conformance with the above section may be subject to discipline.

**ARTICLE 16 - STAFF DEVELOPMENT**

16.1 Staff Development

The County and the Union agree that the County retains full authority to determine training needs, resources that can be made available, and the method of payment for training authorized by the County. Nothing in this section shall preclude the right of an employee to request specific training.

16.2 Staff Development Benefit Allowance Program

The Department of Human Resources shall develop, modify, implement and administer administrative/programmatic guidelines to remain in compliance with federal and/or state law, and all County policies and procedures, based on the County's Staff Development Benefit Allowance Administrative Program Document.

16.2.1 Staff Development Benefit Allowance – Amounts

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

	Full - Time	Carry over	Part - Time	Carry Over
▪ Annual Allowance	\$ 500	\$100	\$ 250	\$50
▪ Physical Fitness/ Wellness Allowance*	\$ 100	\$0	\$ 100	\$0
▪ Annual Allowance in lieu of standard annual allowance for JC's specified in Sec. 13.3 who provide their own tools	\$ 550	\$100	\$ \$225	\$50

Full time employees who provide their own personal tools to perform mechanic work may receive up to \$550 in lieu of the Staff Development provision provided in this section. Part-time employees may receive up to \$225 in lieu of the Staff Development provision provided in this section.

Following adoption of this agreement by the Board of Supervisors, employees receiving reimbursement for tools will work with the County to update the required tool list of both Fleet shop locations and provide management with a current inventory of the tools each employee has on site by April 1, 2010.

Priorities for the use of Staff Development money for tool reimbursement:

- 1.) Meet Requirements of the agreed upon tool list.
- 2.) Training to meet requirements for certifications.
- 3.) Required testing and certificates.
- 4.) Class A and B drivers' licenses and endorsements for effected employees.
- 5.) Purchase of tools not on the required tool list.

Between July 1 and January 1 of each fiscal year, the focus will be on items 1 through 4 above. If after January 2 of each year the employee still has a balance in their Staff Development account, they can use those funds to purchase tools not on the required tool list. Management and employee would agree that the conditions of items 1 through 4 had been met or did not apply before the employee could use the item 5 option.

Up to a total of \$100 annually of existing Staff Development reimbursement is available for:

- Reimbursement of regular physical fitness program costs up to \$100.
- Reimbursement of weight reduction and smoking cessation programs (including patches) up to \$100.

#### 16.3 Staff Development - Continuing Education Courses

Employees in allocated positions are eligible for Continuing Education Courses. Those courses taken on County time must be directly related to an employee's present position, or career advancement within the present department, and be approved by the employee's appointing authority. When a Continuing Education Course is offered during an employee's normal work schedule, the employee may be authorized Continuing Education leave. Such leave authorization shall be subject to the approval of the employee's appointing authority and must be directly related to the employee's present position, or career advancement within the present department. Approval of one course in a series does not automatically constitute approval for the entire series unless specifically authorized by the appointing authority. Continuing Education leave shall be considered as time worked.

#### 16.4 Staff Development – In-service Training

Departments shall seek the prior advice and suggestions of employees on what training, special projects or equipment the department should spend its annual in-service training funds which may be available for covered employees in accordance with departmental policy and available funds. When a department purchases new equipment that will be used and maintained by employees, the department will make reasonable effort to provide appropriate training, or to obtain appropriate training with the purchase of the new equipment, for employees who will be expected to operate and/or maintain the equipment. In-service training courses to be attended by an employee shall have a direct bearing on the work of the employee. Approval for training will be at the discretion of the department head. In-service training for all employees shall be made available in accordance with departmental policy and available funds and be consistent.

#### 16.5 Staff Development – Non-Grievable

Article 16 of this MOU shall not be grievable or appealable under any County policy, resolution, rule or contract provision.

## **ARTICLE 17 - HEALTH AND WELFARE BENEFITS FOR ACTIVE EMPLOYEES**

### **17.1 Active Employee Health Plans**

Effective June 1, 2010, 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 17.2.8 (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 (requires signed domestic partner affidavit filed with the County); or
  - An unmarried child based on your plan's age limits or a disabled dependent child regardless of age.

### **17.2 Participation in County Offered Health (Medical, Dental, Vision, Life Insurance) Plans**

Election to participate in a County offered health plan will take place during the first full pay period following employment or it shall be made during an annual open-enrollment period. The effective date of benefits will be the first pay date after the pay period in which the employee has fifty percent (50%) or more of his or her allocated full-time equivalent (FTE) in pay status. Effective with either the implementation of the County Human Resource Management System (HRMS) or June 1, 2010, whichever occurs first, the effective date of benefits will be the first of the month following date of hire.

#### **17.2.1 County Offered Participating Provider Option (PPO) Medical Plan(s)**

Effective June 1, 2010, the existing PPO plan option County Health Plan Original #1 (CHPO) shall be discontinued and shall be replaced by the following:

There will be two (2) PPO plans: the County Health Value Plus Plan #2 (CHVPP) and the County Health Value Plan #3 (CHVP). The benefit provisions are outlined in the County Health Plan Summary Plan Description.

#### **17.2.2 County Offered Health Maintenance Organization (HMO) Medical Plan(s)**

Effective June 1, 2010, the existing HMO plan options (Kaiser \$5 co-pay plan and PacifiCare \$5 co-pay plan) shall be discontinued and shall be replaced by the following section.

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
PacifiCare Office Visit	\$10
PacifiCare Prescription Drug	\$5 generic/ \$15 formulary brand name/ \$30 non-formulary brand name
For all other plan benefits and provisions, refer to the insurance carrier's plan document for each HMO medical plan.	

17.2.3 County Contribution toward Active Employee Medical Benefits

Effective June 1, 2010, 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 17.2.8 (Part-Time Employees – Health Benefits).

17.2.4 Dental Benefits

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

The employee contribution(s) will be:

- Effective June 1, 2010:
  - Employee Contribution: \$24.00 per pay period
- The County shall contribute to part-time eligible employees on a pro-rated basis, in accordance with Section 17.2.8 (Part-Time Employees – Health Benefits).

17.2.5 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 17.2.8.

17.2.6 VDT (Video Display Terminal) Optical or Computer Vision Plan Benefit

The County provides a VDT or Computer Vision Plan benefit. Only employees enrolled in vision benefits in accordance with Section 17.2.5, who are required to spend a significant

portion of their work day on a computer, are eligible for the VDT benefit. Eligible employees will receive a VDT eye examination and, if prescribed, VDT lenses and frames through arrangement with the County's VDT vendor.

17.2.7 Life Insurance

The County shall offer, at no expense to the employee, a basic term-life insurance plan in the amount of \$20,000 for an allocated full-time equivalent position of sixty (60) hours or more (.75 FTE or more). Enrollment in basic life insurance is automatic, based on eligibility. Each eligible and enrolled employee may purchase, through payroll deduction, dependent coverage of \$5,000 for each eligible dependent. For all other plan benefits and provisions refer to the insurance policy document.

Eligible employees may purchase additional life insurance for themselves at their own expense upon initial eligibility or during the annual open enrollment period specified in Section 17.2 (Participation in County Offered Health (Medical, Dental, Vision, Life Insurance) Plans). The employee may purchase supplemental coverage in increments of one times (1X) to 4 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.

17.2.8 Part-Time Employees – Health Benefits

Part-time employees in allocated positions of thirty-two (32) hours or more biweekly (.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.

17.3 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.

17.4 Long-Term Disability

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 employee who chooses to use sick leave or other paid leave after the 60th day of disability is not eligible to receive any LTD benefits until the employee stops using paid leave. LTD benefits cannot be supplemented with any paid leave. LTD benefits will be offset by any applicable income, such as, short-term disability benefits, social security and social security disability benefits, etc.

17.4.1 Long-Term Disability - Claim Disputes**Error! Bookmark not defined.**

(a) County's Self-Insured Plan:

Any dispute by an employee over a claim processed, under the County's Self-Insured Long-Term Disability (LTD) Plan shall be first appealed through the Risk Management Division of the Human Resources Department for a final County

decision. If the dispute remains unresolved to the satisfaction of the employee, the Union may file a grievance on behalf of the employee at the Arbitration Step of this Memorandum's Grievance Procedure for a final and binding decision. The arbitration process will be expedited as much as reasonably possible in the interests of a timely resolution of the dispute.

(b) Outside Provider Plan:

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

17.5 Workers' Compensation Claims Disputes**Error! Bookmark not defined.**

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

17.5.1 Workers' Compensation Temporary Disability – Supplementing with Paid Leave

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

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

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

17.6 Medical/Dental/vision 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.

17.7 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 thirteen (13) pay period entitlement reduced for any pay period in which the employee is in pay status for at least fifty percent (50%) of the employee's allocated full-time equivalent as specified in this Section 17.7(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 fifty percent (50%) of the allocated full-time equivalent. The County's thirteen (13) pay period leave without pay benefit entitlement shall run concurrent with FMLA/CFRA/CPDL.

The employee's eighteen (18) month entitlement under COBRA law shall begin when FMLA/CFRA has been exhausted and the employee goes on an unpaid leave which is less than fifty percent (50%) of the employee 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.

17.8 Continuation of Health Benefits Coverage

An employee who is entitled to continued benefit coverage as specified in Section 17.6 (Health Benefits During Leaves of Absence - Non-Medical Leaves Without Pay) and Section 17.7 (Medical/ Pregnancy Disability Leave) above, must notify the ACTTC no later than five (5) County business days after the first day of the leave of absence, of the employee's intent to continue insurance coverage. A Request for Leave 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.

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

Part-time employees shall be eligible to participate in the medical benefit plans and/or the dental plans on a prorated basis, as defined in Section 17.2.8 (Part-Time Employees-Health Benefits). For pay periods with no pay status hours, pro-ration shall be based on the employee's FTE.

17.10 COBRA

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

17.11 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.

17.12 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 LTC 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.

17.13 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 18 – MEDICAL BENEFITS FOR FUTURE RETIREES**

18.1 Retiree Medical Coverage

Effective upon adoption of this MOU, an eligible retiree and eligible dependent(s) (as defined below), may be enrolled in a County offered medical plan, 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 (1) employee or retirees' plan (i.e., a retiree and his or her dependents cannot be



covered by more than one (1) County offered plan).

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

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

18.2 County Contribution toward Retiree Medical Plans - Employees Hired Before January 1, 1991  
Effective on the date of adoption of this MOU, retiree medical benefits are as follows:

A. Eligibility

- 1) Regular employees hired before January 1, 1991 are eligible to receive a County contribution toward the cost of a County offered medical plan for the eligible retiree and their eligible dependent(s), if they:
  - a. Have been continuously employed since December 31, 1990 without a break in service before retirement, and
  - b. Have been a contributing member (or a contribution was made on their behalf) of the Sonoma County Employees' Retirement Association (SCERA) since December 31, 1990, and
  - c. Retire directly from Sonoma County service.
- 2) Laid-Off & Restored Employees: Employees who were employed by the County prior to January 1, 1991, but who were laid off thereafter shall not be subject to the restrictions of Section 18.3 provided that they are subsequently restored to County employment, rejoin the County retirement system, and are otherwise eligible for retiree medical benefits under this section.

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

18.3 County Contribution toward Retiree Medical Plans - Employees Hired On or After January 1, 1991 but Before January 1, 2009

Effective on the date of adoption of this MOU, retiree medical benefits are as follows:

A. Eligibility

- 1) 10 or More Years of Service. Regular employees hired or rehired after January 1, 1991 but before January 1, 2009, are eligible to receive a County contribution toward the cost of a County offered medical plan for the eligible retiree only, if they:
  - a. Have been employed by the County for a period of at least ten (10) years (consecutive or non-consecutive), which may include service with the County prior to January 1, 1991, and
  - b. Have been a contributing member (or a contribution was made on their behalf) of the Sonoma County Employees' Retirement Association (SCERA) for the same length of time, and
  - c. Retire directly from Sonoma County service.

- 2) 20 or More Years of Service. Regular employees hired or rehired after January 1, 1991 but before January 1, 2009, are eligible to receive a County contribution toward the cost of a County offered medical plan for the eligible retiree plus one (1) eligible dependent, if they:
    - a. Have been employed by the County for a period of at least twenty (20) years (consecutive or non-consecutive), which may include service with the County prior to January 1, 1991, and
    - b. Have been a contributing member (or a contribution was made on their behalf) of the Sonoma County Employees' Retirement Association (SCERA) for the same length of time, and
    - c. Retire directly from Sonoma County service.
- B. County Contribution: The County will continue to contribute toward the cost of a County offered medical plan for any eligible retiree and any eligible dependent, in the same amount as it contributes toward the cost of a County offered medical plan for active unrepresented administrative management employees (bargaining unit 50) in the Salary Resolution but at no time during the term of the agreement shall the County contribution towards medical be less than \$500.00 a month. 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.

18.4 County Contribution toward Retiree Medical Plans - Employees Hired Before January 1, 2009  
 Effective on the day after adoption of this MOU, the existing retiree medical benefits described in Sections 18.2 and 18.3 above shall be replaced with this Section.

- A. Eligibility: In order to be eligible for this benefit, the retiree must have:
- 1) Completed at least ten (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 ten (10) years. However, any miscellaneous purchased service time such as extra-help, contract, and leave of absence service time does not count toward this eligibility requirement, and
  - 2) Have been a contributing member of the Sonoma County Employees' Retirement Association (SCERA) for the same time period, and
  - 3) Retire directly from Sonoma County service.
  - 4) Current retirees receiving a County contribution for retiree medical based on eligibility at the time of their retirement who do not meet the 10 year requirement as listed above are grandfathered in at the eligibility at the time of their retirement.
- B. County Contribution: The County shall contribute toward the cost of County offered medical plans for any eligible retiree whether or not the retiree covers eligible dependent(s), the same amount as it contributes toward the cost of County offered medical plans for active unrepresented administrative management employees (bargaining unit 50) in the Salary Resolution. Any additional medical contributions provided only to retirees along with any eligibility requirements to receive those contributions shall be conferred as prescribed in the Salary Resolution.

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

18.5 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 0.5 full-time equivalent or greater, hired on or after January 1, 2009 are eligible to receive a County HRA contribution, if they have completed two (2) full years of consecutive Sonoma County regular service (excluding overtime) in pay status.
- 3) If an employee separates employment before meeting the eligibility requirement, the employee shall receive no benefit.

B. County Contribution

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

After the initial contribution (defined above) is made, the County shall contribute \$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.

18.6 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 Section 18.4 prior to the death of the retiree, and
2. Either be enrolled or have waived coverage at the time of the retiree's death.

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

18.7 Surviving Dependents – 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 18.5), eligible surviving dependents may continue participation in the County offered medical plan but remain responsible for all costs (including premiums). To be eligible, a surviving dependent must either be enrolled or have a waiver on file with the County, at the time of the retiree's death.

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

## ARTICLE 19 - LEAVES OF ABSENCE

### 19.1 Vacation

Each employee shall accrue and may use vacation leave with full pay providing that the maximum accumulation shall be no more than provided for in the table below.

### 19.2 Part-time Accrual

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

### 19.3 Accrual

Effective September 14, 2004, each employee who has completed the following in-service hours shall accrue vacation leave at the appropriate rate shown below. In-service hours include all hours in pay status excluding overtime, up to eighty (80) hours. Rates shown below will be adjusted to reflect any unpaid time in each pay period.

YEARS OF COMPLETED FULL-TIME SERVICE	IN-SERVICE HOURS OF COMPLETED SERVICE	RATE FOR 80 IN-SERVICE HOURS PER PAY PERIOD	MAXIMUM ACCUMULATED HOURS
0 through 2 years	0 to 4,174.2	3.07	280
2 through 3 years	4,174.3 to 6,261.4	3.68	280
3 through 4 years	6,261.5 to 8,348.5	3.99	280
4 through 5 years	8,348.6 to 10,435.6	4.29	280
5 through 10 years	10,435.7 to 20,871.2	4.60	280
10 through 15 years	20,871.3 to 31,306.8	5.83	280
15 through 20 years	31,306.9 to 41,742.4	6.44	280
20 through 25 years	41,742.5 to 52,178.0	7.05	280
25 or greater years	52,178.1 or more	7.36	280

Effective the date of implementation of the County's Human Resources Management System (HRMS), the following accrual rates will apply:

YEARS OF COMPLETED FULL-TIME SERVICE	IN-SERVICE HOURS OF COMPLETED SERVICE	RATE FOR 80 IN-SERVICE HOURS PER PAY PERIOD	MAXIMUM ACCUMULATED 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

19.4 Reappointment

Each employee with 10,435.6 (10,435, effective with HRMS) in-service hours (five (5) or more years) in pay status who resigns in good standing and who is later reappointed within two (2) years of the resignation, shall be credited with 4,174.2 (4,174, effective with HRMS) in-service hours (two (2) years) for purposes of new vacation accrual. Each employee who was laid off and reappointed within two (2) years shall be returned to the place on the accrual table (in Section 19.3, above) which the employee occupied when laid off.

19.5 Schedules

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.

19.6 Vacation Purchase Plan and Buyback for Unused Vacation

(a) Vacation Purchase Plan

Effective September 30, 2003 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. Eligibility will start from the employee's first in-service hour with the County of Sonoma. Eligibility will end upon completion of 10,435.6 (10,435, effective with HRMS) in-service hours. Each eligible

employee must submit a signed vacation purchase plan agreement to his/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 10435.6 (10,435, effective with HRMS).

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

The additional vacation purchased is subject to the following guidelines:

- Purchased vacation must be taken before accrued vacation in Section 19.3.
- Purchased vacation is subject to the maximum accumulation limits and usage in Section 19.3.
- Purchased vacation is subject to the same provisions in Section 19.5.
- Purchased vacation leave is not eligible for buy back, Section 19.6 (b), and purchased vacation balances will not be included in eighty (80) hour remaining vacation balance requirement in this Section 19.6.
- 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.
- Vacation Purchased will be paid off at the employee's base hourly rate at the time of termination.

(b) Payment or Buyback for Unused Vacation

An employee may receive payment at the base hourly rate for up to eighty (80) hours in a twelve (12) month period of accrued vacation provided there is a minimum remaining balance of eighty (80) hours following payment.

Additionally, 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.

19.7 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 and the employee's first regularly scheduled workday after the holiday. All holidays, including floating holidays, shall be reduced proportionately by any unpaid time in the pay period in which it is earned. Scheduled holidays are as follows:

- a) New Year's Day, January 1
- b) Martin Luther King, Jr.'s Birthday (3rd Monday in January)
- c) Lincoln's Birthday, February 12th
- d) Washington's Birthday, 3rd Monday in February
- e) Memorial Day, the last Monday in May
- f) Independence Day, July 4th
- g) Labor Day, the first Monday in September
- h) Veteran's Day, November 11th
- i) Thanksgiving Day, the 4th Thursday in November

- j) The day following Thanksgiving Day
- k) Christmas Day, December 25th
- l) 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.
- m) Christmas Eve/New Year's Eve: With the approval of the department head, a full-time employee may choose to be off duty with pay the last four hours of the employee's work shift on one of the following days: Christmas Eve (December 24) or New Year's Eve (December 31). If the department head determines the employee is not permitted to be off, the employee shall be credited with four hours of compensatory time. Part-time employees shall be entitled to prorata benefit as defined by Section 19.11.

19.8 Floating Holiday

Effective September 30, 2003, each full-time employee who is in pay status on the last working day of September 2003, and the first working day of October 2003 shall be granted an additional six (6) hours of floating holiday compensation. Each part-time employee shall be entitled to a prorated number of hours as defined by Section 19.11. Employees are eligible to take the holiday pay after it has been credited to their compensation time balance on October 22, 2003.

Effective June 30, 2004 and every June thereafter for the term of this MOU, 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 19.11.

19.9 Day Observed

If a scheduled holiday falls on a Saturday, the preceding Friday shall be the observed holiday. If a scheduled holiday falls on a Sunday, the following Monday shall be the observed holiday. All scheduled holidays shall be observed on the date specified in Section 19.7.

19.10 Holiday Compensation

A full-time employee whose assigned work schedule includes neither the scheduled holiday nor the observed holiday, shall elect to receive eight (8) hours of paid holiday or eight (8) hours of compensatory time. 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.

19.11 Part-Time Employee Holiday Pay

Any part-time employee shall, for each holiday in the pay period, receive holiday pay equivalent to 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 1/10 of an hour for each hour in pay status (excluding the holiday benefit). This holiday pay shall not exceed eight hours for each holiday nor, for a part-time employee, be less than 3.2 hours for each holiday in the pay period.

19.12 Sick Leave Accrual

Each full-time employee shall accrue and accumulate sick leave at the rate of 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 prorata basis. Usage and accrual of said benefits shall be governed by the same rules and regulations applicable to full-time employees.

19.13 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 maternity leave in which the female employee is incapacitated due to the imminent or actual birth of a child;
- d) When child, spouse, or domestic partner of an employee, being a member of the employee's household or a person for whom the employee is entitled to a Federal Income Tax dependent exemption or the employee's parent, is incapacitated by illness or injury and it is necessary for the employee to care for such child, spouse, or parent. (Parent for purposes of this section is defined as biological, foster, or adoptive parent, step-parent, a legal guardian or other person who stood in loco parentis to the employee when the employee was a child. A biological or legal relationship is not necessary for a person to have stood in loco parentis to the employee as a child. Parent does not include parent-in-law.) 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.
- e) In the event of a natural catastrophe (i.e., flood, earthquake, etc.), in which case up to twenty-four (24) hours of sick leave may be used.

19.14 Documentation

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

19.15 Sick Leave Conversion

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

Hours of Sick Leave Used	Maximum Hours of Conversion
0 to 8.0	24.0

8.01 to 12.0	22.0
12.01 to 16.0	18.0
16.01 to 24.0	16.0
24.01 to 30.0	14.0
30.01 to 36.0	12.0
36.01 to 40.0	8.0
40.01 or more	none

A balance of eighty (80) hours sick leave must remain in accrual after conversion. Measurement of use is based on the twenty-six (26) pay periods paid in the prior calendar year. Conversion shall be exercised during the second pay period in January of each calendar year, commencing in January 2000, and shall be based on the sick leave balance at the end of the first full pay period of the preceding December. Employee must be in paid status or on an approved leave during the second pay period in January to exercise this option.

19.16 Sick Leave Payoff/Conversion at Retirement

a. Each employee who separates from County service voluntarily, 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.

An employee's beneficiary shall be entitled to payment of the monetary equivalent of one-hundred percent (100%) of all unused sick leave due to accidental death at work.

b. Sick Leave Conversion at Retirement

Each employee who separates from County service on retirement only shall have the option of converting one hundred percent (100%) of all unused sick leave remaining 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 units represented in this Memorandum of Understanding under the provisions of Ordinance 3807.

The provisions of this section shall not be used in conjunction with Section 19.16.a. (Sick Leave Payoff) of this MOU.

19.17 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.

19.18 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 state-wide general or primary election, the employee may, upon request, be granted so 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.

#### 19.19 Bereavement Leave

With respect to this provision, the term "spouse" shall also include domestic partners. Effective September 30, 2003 a full-time or part-time employee may be granted up to thirty two (32) hours of leave with pay, in the event of the death of spouse, son, son-in-law, daughter, daughter-in-law, brother, sister, grandparent, great-grandparent, grandchild or person with whom the employee has a relationship of in loco parentis, and the mother or father of the employee or of the spouse of the employee. Up to an additional eight (8) hours of sick leave may be granted to supplement bereavement leave.

Part-time employees shall be eligible for a pro-rated bereavement leave benefit that is computed by multiplying the total normal biweekly hours by 0.40 (e.g. 40 hrs. x 0.40 for half-time employees = 16 hrs.) Ongoing work schedule for purposed of this Section shall mean an average of the two (2) pay periods immediately preceding the need for bereavement leave or the employees normal biweekly allocation of hours, whichever is greater.

#### 19.20 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 appearances are in the line of duty.

#### 19.21 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 with full pay for such period of time as may be required to attend the court in response to such summons. An employee may

retain such payment as may be allowed for travel but shall make payable to the County of Sonoma any and all fees which the employee may receive in payment for services as a juror.

19.22 No Break in Service

No absence under any paid leave provisions 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.

19.23 Leave Without Pay-Water Agency and Sonoma County Fair & Exposition, Inc.

a) General Provisions:

- 1) The General Manager of the Water Agency and the Fair Manager or their designee may grant leaves without pay, for periods not to exceed six (6) months, at the request of the employee concerned, because of illness, disability, or pregnancy; or for educational purposes; or for other reasons the General Manager or Fair Manager deems appropriate.
- 2) Requests for leaves without pay for periods in excess of six (6) months may also be approved by the General Manager or Fair Manager.
- 3) An employee may appeal the denial by the General Manager or Fair Manager of the employee's request for leave without pay. Such appeal shall be made in writing and submitted through the General County's Grievance Procedure in accordance with the procedural requirements in that procedure. Any appeal of a denial of leave without pay for medical reasons shall be accompanied by a statement signed by competent medical authority, setting forth the employee's ability to perform the duties of the employee's position and a prognosis of the employee's ability to return to work at the termination of the requested leave.
- 4) The decision of the Grievance Appeals Committee on any appeals under this Section 19.23 shall be final and binding.

b) Disabilities:

Requests for leave without pay for disabilities which are found by the State Compensation Insurance Fund or the Industrial Accident Commission to be incurred as a result of Water Agency or Sonoma County Fair employment shall be approved by the General Manager or Fair Manager for the period following expiration of paid sick leave and vacation until discontinuation of disability compensation payments.

c) Military Service:

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

d) Medical Examination:

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

e) Non-Grievability:

This Section 19.23 is not grievable nor arbitrable except as stated in Section 19.23 (a)(3).

19.24 Leave for Candidates for Public Office-Water Agency and Sonoma County Fair and Exposition, Inc.

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

19.25 Family Leave

Each eligible employee is entitled to Family and Medical 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 twelve (12) month period may request up to twelve (12) work weeks of Family Leave within a twelve (12) month period. In some circumstances, an extra-help employee may be eligible for Family and Medical Leave.

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 or the employee's own serious health condition. Child is defined as a biological, adopted or foster child, stepchild, legal ward or child of a person standing in loco parentis who is under eighteen (18) years of age or an adult dependent child. Spouse is defined as a partner in marriage as defined in Civil Code Section 4100. Parent is defined as a biological, foster or adoptive parent, stepparent or legal guardian (does not include a parent-in-law). If both parents are County employees, the aggregate Family Leave may be limited to twelve (12) work weeks during any twelve (12) month period. This limitation does not apply to leave taken by one spouse to care for the other, to care for a seriously ill child or for the employee's own serious health condition. Under those circumstances, each of the employees would be entitled to twelve (12) weeks of Family and Medical Leave.

The appointing authority may grant such Leave Without Pay which qualifies as CFRA/FMLA in addition to the paid sick leave provided for in Article 19.13 upon submission of reasonable documentation. If the employee requests a paid or unpaid leave of absence for any reason which qualifies under CFRA/FMLA the County shall designate that the requested leave of absence run concurrently with the employee's CFRA/FMLA entitlement. Prior to going on a Leave Without Pay, which qualifies under CFRA/FMLA, an employee may be required to use certain accrued paid leave time. Please refer to Section 19.26 for the specific requirements. The County shall continue its contribution towards the health plan premium for up to twelve (12) work weeks of the leave. Nothing in this section shall preclude the use of medical or pregnancy disability leave in Article 17.7 when the employee is medically incapacitated or disabled.

If an employee does not qualify for continued benefits under this Section 19.25 or Section 17.7 (Medical/Pregnancy Disability Leave) and the employee wishes to continue benefit coverage, then Section 17.8 (Continuation of Health Benefits Coverage) applies. If the event necessitating the 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 and Medical Leave available to eligible employees. The appointing authority may grant additional leave without pay under this Section 19.25 provided it is consistent with the applicable provisions of the Sonoma County Civil Service Rules, County leave policies, Section 19 and other provisions of this memorandum.

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

Paid leave required to be used before leave without pay (LWOP) is approved.				
Event	Sick	Vacation	CTO	Comment
Employee's own illness	Yes, may keep 40 hrs.	No	No	
Employee's pregnancy disability	Yes, may keep 40 hrs.	No	No	
Illness of a relative (as qualified in Section 15.2)	Yes, may keep 40 hrs. (refer to Section 15.2(d))	Yes	Yes	May keep 40 hrs. Any combination of Vac. & CTO
Illness of a relative as defined in FMLA/CFRA* (not Art. 15.2 qualified)	No	Yes	Yes	May keep 40 hrs. Any combination of Vac. & CTO
Non-sick FMLA/CFRA qualifying event (e.g., child bonding leave)	No	Yes	Yes	May keep 40 hrs. Any combination of Vac. & CTO
Education Leave	No	Yes	Yes	Must use all Vac. & CTO
Undisclosed reason or extended vacation	No	Yes	Yes	Must use all Vac. & CTO

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

19.27 Blood Donation

Effective September 30, 2003 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 day's notice that time off for donating blood is desired, in accordance with provisions of this Section (19.27).

**ARTICLE 20 - COMPENSATION BENEFITS**

20.1 Mileage Reimbursement

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

20.2.1 Deferred Compensation - Voluntary

The County agrees to maintain the current deferred compensation plan for bargaining unit members eligible under Federal law and the rules of the deferred compensation plan. Nothing herein renders 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. 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.

20.2.2 Deferred Compensation - County Paid Program

The County will establish a County-paid 457 Deferred Compensation Plan for bargaining unit members eligible under federal law and plan rules.

Effective FY 2004-2005 deferred compensation of one-half percent (0.5%) for all eligible employees will cease and be re-directed towards the normal cost of implementing the 3% at 60 retirement enhancement, as agreed, making the County contribution zero (0).

20.2.3 Deferred Compensation - Employee Appeal

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

20.2.4 Deferred Compensation - Non-Grievability

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

20.2.5 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).

20.3 414(h)(2) - Tax Deferred Retirement Contribution

Effective January 6, 1988, 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 will have the effect of deferring Federal and State income taxes on the retirement contributions.

20.4 Salary Enhancement Plans

- a) Effective January 1, 1991, eligible employees can participate in the County's Health Care Premium Conversion Plan, which under IRS Code Section 125 will allow eligible employees to make required health care premium contributions with pre-tax salary through payroll deduction. Benefits eligible for this diversion are premium contributions towards group health and dental insurance.
- b) Effective January 1, 1991, eligible employees can open through the County a Health Care Reimbursement Account under IRS Code Section 105, which will allow eligible employees to use pre-tax salary set aside for reimbursement of employee's expenses not reimbursed or covered under health, dental, and vision insurance plans. Such expenses include deductible, co-pays, and qualified medical expenses not reimbursed by the employee's group health insurance plan.
- c) The County will continue the Child and Dependent Care Assistance Plan under IRS Code Section 129 begun in 1989.
- d) All of these salary deferral plans will be or have been implemented and administered by the County in accordance with applicable Federal and State laws and, as such, will not be subject to Article 27 of this MOU.

## **ARTICLE 21 - LAYOFF AND RESTORATION**

### 21.1 Layoff and Restoration - Water Agency

- a) **Applicability**  
The parties agree that the following layoff policy and procedures shall be applicable to employees of Sonoma County Water Agency who are covered by this Memorandum.
- b) **Force Reduction**  
Employees shall be subject to layoff whenever their positions are abolished, or whenever necessary because of lack of work or lack of funds.
- c) **Order of Layoff**
  - 1) Layoff procedures shall be applied on a Water Agency-wide basis. Where appropriate, after meeting and conferring with the Union, the Agency may authorize that layoff procedures be restricted to employees of one (1) or more divisions or small units of the Agency.
  - 2) Whenever necessary to layoff one (1) or more employees in the Agency, in a division or unit in which there is more than one (1) employee in the class in which the layoff is necessary, employees shall be laid off in the following order:
    - (a) Extra-help and Provisional employees.
    - (b) Employees who have had their first merit increase extended or denied because of poor job performance.
    - (c) Full-time and part-time employees who have less than 1,040 hours of continuous County and Agency service.
    - (d) Part-time and full-time employees with more than 1,040 hours of continuous County and Agency service.



- 3) Continuous County and Agency service in the class in which the layoff occurs or in any other class having the same or higher salary allocation shall be counted as service in the affected class. Employees with less total continuous County and Agency service in the affected class shall be laid off before those with greater total continuous County and Agency service in the affected class. Continuous part-time service shall be prorated on an hour-for-hour basis in its relationship to full-time work.
  - 4) For purposes of this Section 21.1, continuous service means continuous employment by the County or Water Agency, whether with or without pay status.
- d) Displacement
- 1) A full-time or part-time employee who is laid off and who has greater total continuous County and Agency service than another employee in the Agency in another class with the same or lower salary allocation, and which class the employee previously occupied in good standing and for which the employee is qualified for certification, transfer or voluntary demotion, may elect to displace the junior employee in the Agency in the class in accordance with the rules on the order of layoff (Section 21.1(C)). An employee who is displaced shall be laid off and replaced by the employee who displaces him/her.
  - 2) An employee who is displaced because of layoff may in the same manner displace an employee who is junior to him/her.
  - 3) Should an employee have the right to displace in more than one class, the employee shall first displace in the class with the highest allocated salary.
- e) Restoration
- 1) Each person other than extra-help or provisional who has been laid off or displaced from, or who has in lieu of layoff been demoted voluntarily from a position which the employee occupied in good standing shall, in writing by certified mail, be offered restoration to a vacant position in the classification from which the employee was laid off, which the County determines to fill within two (2) years after the date the employee is laid off or displaced. The Agency shall make a reasonable attempt to notify an employee who is eligible for restoration. If an employee cannot be reached within thirty (30) calendar days, the right to restoration shall be forfeited. Should an employee not accept restoration within five (5) regular Agency business days after the receipt of the offer or should the employee decline to begin work within fifteen (15) regular Agency business days after the receipt of the offer, the employee shall be declared unavailable and shall forfeit the right to restoration unless further offer of restoration is granted by the General Manager.
  - 2) Whenever more than one person has been laid off and/or displaced in the same class in the Agency, the order of restoration shall be in reverse of the order of layoff. An employee who has restoration rights in more than one class because of layoff or displacement in more than one class, shall have restoration rights in each of the classes from which the employee was laid

off or displaced. Refusal to accept restoration in one class does not eliminate the right to restoration in the other class or classes.

- 3) Whenever a person is unavailable for restoration, the next senior person who is eligible for restoration shall be offered restoration in the same manner and under the same conditions. Should there be no person eligible and available for restoration, the position shall be filled by the Agency.
- 4) A person who has forfeited for restoration may, within ten (10) regular Agency business days after forfeiture, request in writing to the General Manager that the employee be considered for a further offer of restoration, should such occur within one (1) year after layoff or displacement. The employee's request shall contain a full explanation of the reason for the employee's unavailability. Within thirty (30) calendar days after the request is filed the General Manager shall either grant or deny the request. The General Manager may specify conditions under which the further offer of restoration may be granted.

f) Appeals

- 1) The Board of Directors of the Sonoma County Water Agency shall act as a separate and final hearing body for layoff appeals for all full-time and part-time employees. Extra-help employees have no appeal rights.
- 2) Implementation of a layoff decision may be appealed by an employee laid off; however, the decision to layoff may not be appealed.
- 3) Any formal written notice to a part-time or full-time employee stating that the employee is subject to layoff or layoff resulting from displacement may be appealed as follows:
  - (a) Within ten (10) regular Agency business days from the receipt of the notice, an employee may, within the provision of Section 21.1(F)(2), appeal the action to the General Manager.
  - (b) Within five (5) regular Agency business days after receiving the appeal, the General Manager shall give a written decision to the employee.
  - (c) If the employee is not satisfied with the decision in (f)(3)(b) above, the employee may, within five (5) regular Agency business days after receiving the decision, appeal the decision to the Agency's Board of Directors.
  - (d) The Agency's Board of Directors shall review an appeal resulting from Section 21.1(f)(3) above, within twenty-one (21) days. This review and appeal procedure which applies to layoff and displacement action in no way supersedes restoration appeal procedures set forth under Section 21.1(e).

- g) This Article is not grievable nor arbitrable.

21.2 Layoff and Restoration - Sonoma County Fair and Exposition, Inc.

- a) **Applicability**  
The parties agree that the following layoff policy and procedures shall be applicable to employees of Sonoma County Fair and Exposition, Inc. (hereinafter referred to as Fair) who are covered by this Memorandum.
- b) **Force Reduction**  
Employees shall be subject to layoff whenever their positions are abolished, or whenever necessary because of lack of work or lack of funds.
- c) **Order of Layoff**
  - 1) Layoff procedures shall be applied on a Fairgrounds-wide basis. Where appropriate, after meeting and conferring with the Union, the Fair may authorize that layoff procedures be restricted to employees of one or more divisions or small units of the Fair.
  - 2) Whenever necessary to layoff one (1) or more employees in positions allocated by the Board of Supervisors at the Fair, in a division or unit in which there is more than one (1) employee in the class in which the layoff is necessary, employees shall be laid off in the following order:
    - (a) Extra-help and Provisional employees.
    - (b) Employees who have had their first merit increase extended or denied because of poor job performance.
    - (c) Full-time and part-time employees who have less than 1,040 hours of continuous County and Fair service.
    - (d) Part-time and full-time employees with more than 1,040 hours of continuous County and Fair service.
  - 3) Continuous County and Fair service in the class in which the layoff occurs or in any other class having the same or higher salary allocation shall be counted as service in the affected class. Employees with less total continuous County and Fair service in the affected class shall be laid off before those with greater total continuous County and Fair service in the affected class. Continuous part-time service shall be prorated on an hour-for-hour basis in its relationship to full-time work.
  - 4) For purposes of this Section 21.2, continuous service means continuous employment by the County or Sonoma County Fair and Exposition, Inc., whether with or without pay status.
- d) **Displacement**
  - 1) A full-time or part-time employee who is laid off and who has greater total continuous County and Fair service than another employee of the Fair in another class with the same or lower salary allocation, may elect to displace the junior employee of Fair in the class in accordance with the rules on the order of layoff (Section 21.2(C)) if the employee previously occupied a position in the class in good standing and if the employee is qualified for transfer or voluntary demotion to the class. An employee who is displaced shall be laid off and replaced by the employee who displaces him/her.
  - 2) An employee who is displaced because of layoff may in the same manner displace an employee who is junior to him/her.

- 3) Should an employee have the right to displace in more than one class, the employee shall first displace in the class with the highest allocated salary.
- e) Restoration
- 1) Each person other than extra-help or provisional who has been laid off or displaced from or who has in lieu of layoff been demoted voluntarily from a position which the employee occupied in good standing shall, in writing by certified mail, be offered restoration to a vacant position in the classification from which the employee was laid off, which Fair determines to fill within two (2) years after the date the employee is laid off or displaced. The Fair shall make a reasonable attempt to notify an employee who is eligible for restoration. If an employee cannot be reached within thirty (30) calendar days, the right to restoration shall be forfeited. Should an employee not accept restoration within seven (7) days after the receipt of the offer or should the employee decline to begin work within twenty-one (21) days after the receipt of the offer, the employee shall be declared unavailable and shall forfeit the right to restoration unless further offer of restoration is granted by the Fair Manager.
  - 2) Whenever more than one person has been laid off and/or displaced in the same class at Fair, the order of restoration shall be in reverse of the order of layoff. An employee who has restoration rights in more than one class because of layoff or displacement in more than one class, shall have restoration rights in each of the classes from which the employee was laid off or displaced. Refusal to accept restoration in one class does not eliminate the right to restoration in the other class or classes.
  - 3) Whenever a person is unavailable for restoration, the next senior person who is eligible for restoration shall be offered restoration in the same manner and under the same conditions. Should there be no person eligible and available for restoration, the position shall be filled by Fair.
  - 4) A person who has forfeited for restoration may, within ten (10) days after forfeiture, request in writing to the Fair Manager that the employee be considered for a further offer of restoration, should such occur within one (1) year after layoff or displacement. The employee's request shall contain a full explanation of the reason for the employee's unavailability. Within thirty (30) days after the request is filed the Fair Manager shall either grant or deny the request. The Fair Manager may specify conditions under which the further offer of restoration may be granted.
- f) Appeals
- 1) The Sonoma County Fair Board shall act as a separate and final hearing body for layoff appeals for all full-time and part-time employees. Extra-help employees have no appeal rights. The Fair Board will hear any such appeal(s) unless and until Fair amends its by-laws to give to the Personnel Committee of the Fair Board the authority to hear such appeals. Any such by-laws amendment would not be subject to meet and confer.
  - 2) Implementation of a layoff decision may be appealed by an employee laid off; however, the decision to layoff may not be appealed.

- 3) Any formal written notice to a part-time or full-time employee stating that the employee is subject to layoff or layoff resulting from displacement may be appealed as follows:
  - (a) Within fourteen (14) days from the receipt of the notice, an employee may, within the provision of Section 21.2(f)(2), appeal the action to the Fair Manager.
  - (b) Within seven (7) days after receiving the appeal, the Fair Manager shall give a written decision to the employee.
  - (c) If the employee is not satisfied with the decision in (f)(3)(b) above, the employee may, within seven (7) days after receiving the decision, appeal the decision to the Fair Board.
  - (d) The Fair Board shall review an appeal resulting from Section 21.2(f)(3) above, within twenty-one (21) days.  
This review and appeal procedure which applies to layoff and displacement action in no way supersedes restoration appeal procedures set forth under Section 21.2(e).
- g) This Article is not grievable nor arbitrable.

## **ARTICLE 22 - DISCIPLINE**

### **22.1 Discipline Notice and Hearing - Water Agency**

- a) The General Manager may take disciplinary action against any employee of the Water Agency.
- b) For purposes of this article, full-time employee means a full-time employee as defined in this Memorandum who has completed six (6) months of satisfactory full-time service (1,040 hours) in an allocated position. For purposes of this article, a part-time employee means a part-time employee defined in this Memorandum who has completed 1,040 hours of satisfactory service in an allocated position.
- c) All employees other than full-time or part-time employees serve at the pleasure of the General Manager of the Water Agency.
- d) The General Manager may dismiss, suspend or involuntarily demote a full-time or part-time employee only for cause.
  - 1) If the General Manager proposes to dismiss, suspend or involuntarily demote a full-time or part-time employee, he shall provide the employee with written notice of the charge or charges and materials upon which the proposed action is based prior to any final disciplinary action being taken. The employee may waive the right to respond. Responses, if made, may be oral or in writing and shall be communicated to the General Manager within five (5) business days following the date of service of notice. If mutually agreed to, the General Manager may extend the time to respond. If no response or request for extension of time to respond is received by the General Manager within such five (5) days, the right to respond will be deemed waived. The General Manager may place the affected employee on leave of absence with pay during the five (5) day response period. On written request within such five (5) days by the employee showing good cause therefore, the General Manager may extend the time for response for a reasonable period and, if mutually agreed to, may place the employee on leave with pay during the extended response period. The General Manager

- shall consider the response, if any, of the employee in determining the propriety and nature of disciplinary action.
- 2) If the General Manager determines to dismiss, suspend or involuntarily demote a full-time or part-time employee, the order of the General Manager shall be in writing and shall state specifically the reasons for the action. The employee may appeal a decision of the General Manager to dismiss, suspend or involuntarily demote the employee by filing a petition for hearing with the Board of Directors within ten (10) business days of receipt of the order. The petition shall state whether the employee requests an open or closed hearing.
  - 3) Within thirty (30) days of receipt of a petition, the matter shall be placed on the agenda of the Board of Directors for purposes of setting a hearing date.
  - 4) The Board of Directors may, in its discretion, appoint a hearing officer to hear the appeal. If all parties mutually agree, the hearing will be conducted by a member of the California Bar Association, or an Administrative Law Judge or a hearing officer selected from a list provided by the State Conciliation Service. If no agreement is reached, the Board of Directors will select a hearing officer from the above list or at their discretion may hear the appeal. The hearing shall be conducted in the manner of hearings conducted under the Administrative Procedure Act. A hearing before the hearing officer shall be conducted in the manner of hearings conducted under the Administrative Procedure Act. The hearing officer may affirm, modify or revoke a decision of the General Manager. The decision of the hearing officer shall be final.
  - 5) At a hearing before the Board of Directors witnesses shall testify under oath and there shall be a right to cross-examination. There shall be no right to discovery. The hearing need not be conducted according to technical rules relating to evidence and witnesses. The rules of evidence and the manner of producing evidence shall be those rules set forth in Section 11513 of the Government Code for the conduct of hearings under the Administration Procedure Act. The decisions of the Board shall be final.
  - 6) At either a hearing before a hearing officer or before the Board of Directors, the appointing authority shall have the burden of proving the charges by a preponderance of the evidence. The appointing authority shall open the case and present his evidence. The employee shall then present his defense. Thereafter, each side may present rebuttal evidence.
  - 7) Any decision made by the Board of Directors pursuant to this article is a personnel matter and the Board may hear and consider the matter in closed session.
  - 8) Costs of a hearing officer shall be shared by the parties. If a party requests a court reporter, it shall bear the costs associated therewith, and shall provide a copy of the transcript to the other party and the hearing officer without charge.
  - 9) This article shall not be construed to create any property right that would give rise to procedural due process beyond that specifically described herein.
  - 10) This article is not subject to grievance or arbitration under the procedures in this Memorandum or pursuant to any other procedure or policy of the County.

## 22.2 Discipline Notice and Hearing - Sonoma County Fair

- a) The Fair Manager may take disciplinary action against any employee of the Sonoma County Fair.
- b) For purposes of this article, full-time employee means a full-time employee as defined in this Memorandum who has completed six (6) months of satisfactory full-time service (1,040 hours) in an allocated position. For purposes of this Article, a part-time employee means a part-time employee defined in this Memorandum who has completed 1,040 hours of satisfactory service in an allocated position.
- c) All employees other than full-time or part-time employees serve at the pleasure of the Fair Manager.
- d) The Fair Manager may dismiss, suspend or involuntarily demote a full-time or part-time employee only for cause.
  - 1) If the Fair Manager proposes to dismiss, suspend or involuntarily demote a full-time or part-time employee, he shall provide the employee with written notice of the charge or charges and materials upon which the proposed action is based prior to any final disciplinary action being taken. The employee may waive the right to respond. Responses, if made, may be oral or in writing and shall be communicated to the Fair Manager within five (5) business days following the date of service of notice. If mutually agreed to, the Fair Manager may extend the time to respond. If no response or request for extension of time to respond is received by the Fair Manager within such five (5) days, the right to respond will be deemed waived. The Fair Manager may place the affected employee on leave of absence with pay during the five (5) day response period. On written request within such five (5) days by the employee showing good cause therefore, the Fair Manager may extend the time for response for a reasonable period and, if mutually agreed to, may place the employee on leave with pay during the extended response period. The Fair Manager shall consider the response, if any, of the employee in determining the propriety and nature of disciplinary action.
  - 2) If the Fair Manager determines to dismiss, suspend or involuntarily demote a full-time or part-time employee, the order of the Fair Manager shall be in writing and shall state specifically the reasons for the action. The employee may appeal a decision of the Fair Manager to dismiss, suspend or involuntarily demote the employee by filing a petition for hearing with the Board of Directors of the Sonoma County Fair within ten (10) business days of receipt of the order. The petition shall state whether the employee requests an open or closed hearing.
  - 3) Within thirty (30) days of receipt of a petition, the matter shall be placed on the agenda of the Board of Directors of the Sonoma County Fair for purposes of setting a hearing date.
  - 4) The Board of Directors of the Sonoma County Fair may, in its discretion, appoint a hearing officer to hear the appeal. If all parties mutually agree, the hearing will be conducted by a member of the California Bar Association, or an Administrative Law Judge or a hearing officer selected from a list provided by the State Conciliation Service. If no agreement is reached, the Board of Directors of the Sonoma County Fair will select a hearing officer from the above list or at their discretion may hear the appeal. The hearing shall be conducted in the manner of hearings conducted under the Administrative Procedure Act. A hearing before the hearing officer shall be conducted in the manner of hearings conducted under the Administrative Procedure Act. The hearing officer may affirm, modify or revoke a decision of the Fair Manager. The decision of the hearing officer shall be final.

- 5) At a hearing before the Board of Directors of the Sonoma County Fair witnesses shall testify under oath and there shall be a right to cross-examination. There shall be no right to discovery. The hearing need not be conducted according to technical rules relating to evidence and witnesses. The rules of evidence and the manner of producing evidence shall be those rules set forth in Section 11513 of the Government Code for the conduct of hearings under the Administration Procedure Act. The decisions of the Board shall be final.
- 6) At either a hearing before a hearing officer or before the Board of Directors of the Sonoma County Fair, the appointing authority shall have the burden of proving the charges by a preponderance of the evidence. The appointing authority shall open the case and present his/her evidence. The employee shall then present his/her defense. Thereafter, each side may present rebuttal evidence.
- 7) Any decision made by the Board of Directors of the Sonoma County Fair pursuant to this article is a personnel matter and the Board may hear and consider the matter in closed session.
- 8) Costs of a hearing officer shall be shared by the parties. If a party requests a court reporter, it shall bear the costs associated therewith, and shall provide a copy of the transcript to the other party and the hearing officer without charge.
- 9) This Article shall not be construed to create any property right that would give rise to procedural due process beyond that specifically described herein.
- 10) This Article is not subject to grievance or arbitration under the procedures in this Memorandum or pursuant to any other procedure or policy of the County.

## **ARTICLE 23 - SAFETY**

### 23.1 Shared Safety Obligations

The County is committed to providing a safe and healthy workplace for its employees. 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 or designee.

### 23.2 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.

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

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

### 23.4 Safety Training

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



basis. Written records shall be maintained by the Safety Coordinator reflecting the date, duration, and subject matter of any training provided. Training shall be conducted at the lowest practical level of supervision.

- 23.5 Non-Grievability  
This Article 23 is not grievable nor arbitrable.

## **ARTICLE 24 - MISCELLANEOUS PROVISIONS**

- 24.1 Emergency Meals  
An appointing authority may arrange for meals to be provided at County expense to employees who are required to be kept on duty for prolonged periods of time or for emergency situations.
- 24.2 Employment in More than One Position  
Except for working elections as provided by resolution of the Board of Supervisors, no person employed in a full-time position may be employed by the County of Sonoma in any other full-time, part-time or extra help position, nor shall any person be employed by the County in two (2) or more part-time positions which will, in combination, provide for more than eighty (80) hours of regularly scheduled work in any bi-weekly pay period.
- 24.3 Nondiscrimination for Union Activity  
This MOU shall be equally applied to all employees without discrimination as to Union activity. Disputes over this provision shall be subject to the grievance procedure in Article 28.
- 24.4 No Discrimination  
Provisions of this Memorandum of Understanding shall be equally applied to all employees in the unit without unlawful discrimination as to age, sex, race, color, natural origin, ancestry, religion, physical handicap, medical condition (cancer related), marital status or sexual orientation. The parties agree that the prohibition against sexual discrimination include sexual harassment. The County and the Union shall equally share the responsibility of the application of this provision. An employee alleging unlawful discrimination may utilize the County's Equal Employment Opportunity Discrimination Complaint Procedure to first seek adjustment of a complaint, but may not use the Grievance Procedure of this Memorandum of Understanding.
- 24.5 Water Agency Personnel Policies  
24.5.1 Classification  
The Board of Directors of the Water Agency will establish job classifications and job specifications for each Agency job classification in accordance with procedures established for County job classifications.

Whenever the General Manager proposes that a new position be created or an existing position abolished, the General Manager shall report the justification in writing to the County Administrator with a copy to the Director of Human Resources. Should the County Administrator concur with the recommended change, a copy of the report and recommendation to the Board of Directors shall be furnished in advance to the appropriate employee organization.

Whenever the General Manager, employee or employee organization believes that a significant change has occurred in the duties and responsibilities of an existing position, which are outside the duties of the current classification, he/she/it shall report the significant facts in writing within thirty (30) County business days to the Director of Human Resources, with a copy to the County Administrator and as applicable to the appropriate employee organization for study and a recommendation report to the Board of Directors. The Human Resources Department staff report shall be presented at a regular meeting of the Board of Directors at which all interested parties shall be given an opportunity to be heard. All interested parties involved in the study, including the employee and the union if applicable, shall be furnished copies of the Human Resources Department staff report at least ten (10) working days prior to the Board of Directors meeting.

Where the Board of Directors finds that there are significant factors which justify a change in classification of a position, the Board of Directors will place the position in the appropriate class. Where the Board of Directors finds that a change in classification is not justified, it shall so inform the department, employee, and/or the employee organization.

A reclassified position shall be filled through certification from the employment list unless the Board of Directors provides for retention of the incumbent. The Board of Directors may retain the incumbent of a reclassified position if the incumbent has satisfactorily performed the duties of the position continuously for at least one (1) year.

#### 24.5.2 Hiring Procedures

- a) Hiring Authority--Employment of Staff. The General Manager shall have the authority to hire employees of the Agency.
- b) Hiring Procedures. The General Manager shall use the resources of the County Human Resources Department in the hiring of regular and temporary employees in accordance with Resolution No. DR 42365 of the Board of Directors, dated October 15, 1973, establishing certain rules and regulations for the administration of the Agency's business. With respect to regular positions, the County Human Resources Department will conduct a recruitment and examination to establish an employment list of eligible candidates in accordance with the procedures used to establish employment lists for County positions. The Human Resources Department will certify the names of all such candidates or such lesser number as the Agency shall request to the General Manager for consideration and selection. The list shall be prepared in the same manner, including, but not limited to, allocation of promotional and veteran's bonus points, and for the same length of time as a County recruitment list. The name of an employee or a former employee may be added to the list on the same basis that a current or former County employee could be added as a free name to a County recruitment list. For example, a regular Agency employee who resigns in good standing pursuant to this Policy may, within five (5) years of his or her resignation, request in writing that he or she be considered for reappointment to (a) the classification from which he or she resigned, (b) a classification in which he or she formerly held a position, or (c) a lower level classification in the same series of either of the two preceding classifications. If the General Manager would rehire the employee, his or her name may be added to a list. If the General Manager requests a promotional certification list, the Human Resources Director shall certify to the General Manager a list of names of those candidates from the Water Agency having

the three (3) highest standings on the employment list as determined by the final examination score. With respect to temporary employees, the County Human Resources Department shall follow the same process for preparing a list of eligible candidates as it does for an extra-help recruitment for county employment.

Agency employees who are candidates for regular positions have appeal rights to the Director of Human Resources on the same basis as County employees. A candidate may appeal in writing to the Director of Human Resources specific test items in a written or performance examination prior to notification of examination results on the basis of typographical error, incorrect keying or factual error. A written appeal must be delivered or postmarked within seven (7) regular County business days immediately following the day(s) the examination is given. After written notice of the results of an examination, including an unassembled examination/application appraisal, a candidate may appeal on the basis of erroneous scoring, fraud in rating, or improper conduct of examination. Appeals of examination results must be delivered or postmarked within seven (7) regular County business days immediately following the postmark mailing date of the notice of examination results. The Director of Human Resources shall investigate each examination appeal and may grant relief which he/she finds to be justified. If the Director of Human Resources does not resolve the appeal to the satisfaction of the appellant, the employee may, within seven (7) regular County business days after postmark of written notice of the Director's decision, appeal such decision in writing to the Director of Human Resources requesting an appeal hearing. If all parties mutually agree, the hearing will be conducted by a member of the California Bar Association, or an Administrative Law Judge or a hearing officer provided by the State Conciliation Service. If no agreement is reached, the Board of Directors will select a hearing officer from the above list or at their discretion may hear the appeal.

The hearing shall be conducted in the manner of hearings conducted under the Administrative Procedure Act. The hearing officer may affirm, modify or revoke the decision of the Human Resources Director. The decision of the hearing officer or Board shall be final.

An employee alleging unlawful discrimination in the final job interview selection process is encouraged to utilize the County's Equal Employment Opportunity Discrimination Complaint Procedure.

#### 24.5.3 Promotional Procedures

- a) Agency Positions: Vacancies in allocated positions at the Agency shall be filled by promotion whenever practical and in the best interest of the Agency. Promotional recruitment and examinations shall be conducted by the Human Resources Department in the same manner as open examinations, except that eligibility is limited to: (1) regular employees of the Agency; and (2) County employees with permanent or probationary status in allocated positions. For each eligible employee, whether part-time or full-time, one (1) service point shall be added to his or her final examination score for each completed year of continuous service. Service points are computed to the final filing date, to a maximum of five (5) points for up to five (5) years of continuous service. Promotional points shall be given to an employee who was laid off and reinstated within two (2) years of the date of layoff. The time between layoff and reinstatement shall not count as service.

The final examination score for each candidate shall be a whole number of points, not to exceed one hundred (100) points. For this purpose, each score which is greater than a whole number by 0.5 or more shall be counted as the next greater whole number. Each score which is greater than a whole number by less than 0.5 shall be counted as the nearest whole number.

- b) County Positions: Regular employees of the Agency are allowed to participate in County promotional examinations. When authorized by the Civil Service Commission, regular employees of the Agency shall be granted promotional points in County promotional examinations in the same manner as similarly situated County employees. Continuous service as a regular employee with the Agency and/or the County shall count toward the computation of promotional points.

#### 24.5.4 Provisional Appointments

Whenever it is necessary to fill a vacancy and an employment list with at least three (3) eligible candidates is not available, the General Manager may, with the approval of the Director of Human Resources, appoint to the position any person who has filed an application and who meets the minimum qualifications for the class. The Human Resources Department shall make reasonable effort to so schedule examinations that provisional appointments do not exceed six (6) months. A provisional appointment shall be terminated within one(1) month after the date of certification to the General Manager of candidates who are available for employment.

#### 24.5.5 Temporary Promotions

When an incumbent of a position is on extended leave or a position becomes vacant and it is necessary to fill the position temporarily, the General Manager may request the Director of Human Resources to authorize him/her to make a temporary promotion from a directly related, lower level job class. Whenever possible, candidates for temporary promotion should be selected from a certifiable employment list. The individual selected does not have future restoration rights to the higher level class as a result of the temporary promotion. When the position is permanently filled or the incumbent returns to work, the individual temporarily promoted will be returned to his/her former job class.

#### 24.5.6 Transfer

Regular employees of the Agency may transfer to an allocated position in a County Department with the approval of the General Manager, the County Director of Human Resources and the affected County Department Head. Before such transfer will be approved, it must be verified that such employees were hired by the Agency through a competitive examination process equivalent to that used by the County in selecting regular employees. A County employee occupying a permanently allocated position may transfer to the Agency if approved by the General Manager, the County Director of Human Resources and his or her Department Head. Employees transferring from the County to the Water Agency shall have their vacation, sick leave, salary step, seniority and other such benefits determined in accordance with the Sonoma County Salary Resolution, Section 2.3, or its successor.

The parties agree that employees governed by the transfer of Sanitation from the Department of Public Works to Sonoma County Water Agency, approved by the Board of Supervisors on December 14, 1993, shall be transferred according to the above provisions.

- 24.6 Retirement Credit for Prior Public Service  
In addition to any other retirement buyback provision, employees who are contributing members of the Sonoma County Employees' Retirement Association can purchase retirement credit for public service time rendered prior to employment with the County of Sonoma pursuant to Government Code Sections 31641.1 and 31641.2, during the term of this MOU.
- 24.7 Human Resources Management System (HRMS) Reopener  
The parties agree that the County may exercise a reopener during the term of the agreement to meet and confer on changes that may be necessary due to the implementation of the County's new Human Resources Management System (HRMS).
- 24.8 Distribution  
This Memorandum is available on-line at the County's inter-net and intra-net sites.
- 24.9 Concession Meet and Confer Reopener  
During the term of this agreement the parties agree to reopen the contract to meet and confer to bargain concessions if necessary, as determined by the County.
- 24.10 Direct Deposit  
The County will continue to make a deposit of a 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.

## **ARTICLE 25 - NO STRIKE**

- 25.1 Union Representation  
A material inducement to 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.
- 25.2 Prohibited Activity  
Accordingly, the Union and the employees it represents agree not to engage in any work stoppage activities during the term of this Memorandum, including but not limited to, strikes (including sympathy strikes), slowdown, sick-ins, or other such concerted activities against the County.
- 25.3 Union Responsibilities  
The Union shall not be liable to the County for "wildcat" job action by the employees it represents. The Union shall use its best efforts to prevent any such "wildcat" job action and shall: encourage its members, at the earliest possible time, to discontinue the job action; immediately declare in writing delivered to the County and publicize that such job action is illegal and unauthorized; and direct its members in writing to cease such conduct and resume work.
- 25.4 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 whatsoever 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 demand, and the

Union will provide, written assurances of its continued good faith performance of this Memorandum.

25.5 No Lockout

The County agrees that it will not cause a lockout of employees during the term of this Memorandum. The parties agree that the term "lockout" does not apply to a layoff consistent with the layoff provision of this Memorandum nor to job related discipline of an employee.

**ARTICLE 26 - AGENCY SHOP SERVICE FEE**

26.1 Union - Fair and Equal Representation

It is recognized that the Union must provide fair and equal representation to all employees in all represented classes without regard to Union membership or non-membership.

26.2 Agency Shop - Service Fee

As a condition of employment, all represented employees must be members or service fee payers of the Union. If any employee does not voluntarily make application for membership or service fee status within 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. Payroll deductions shall be made bi-weekly. However, the initial deduction for any employee shall not begin unless either a voluntary authorization for deduction of Union dues or a service fee has been properly executed or the 45-day application period for considering voluntary enrollment has expired. Changes in the amount of the monthly membership dues must be delivered to the ACTTC, Payroll Division, at least thirty (30) calendar days prior to the last pay day of the calendar month prior to the change becoming effective.

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.

26.3 Agency Shop – Religious Exemption

Any employee who is a member of a religious organization whose traditional tenets or teachings include objections to joining or financially supporting employee organizations shall not be required to join or financially support the Union. Such employee(s) shall execute 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. Such employee(s) shall pay, in lieu of a service fee a sum equal to such fee to a non-religious, non-labor charitable fund(s) exempt from taxation, chosen by the employee from those charities listed with the charitable federations that participate in the County's combined fund drive.

26.4 Agency Shop - Separation from Unit - Exception

The provisions of Section 26.2 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, transfer out of the covered bargaining units by request, promotion, demotion, reclassification or for any other lawful reason, and leaves of absence of a duration of more than one (1) full pay period, whether paid or unpaid and for any reason, including disability.

26.5 Agency Shop - Chargeable Costs

To the extent authorized by law, the costs of its collective bargaining activities shall be considered by the Union 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).

26.6 Agency Shop - 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 an agency shop service fee.

26.7 Agency Shop - Advance Reduction of Service Fee

The amount of the service fee shall be equal to the regular dues, assessments or fees established by the Union, less \$1.00 per month.

26.8 Agency Shop - Notice of Service Fee

All enrolled service fee payers shall receive annual written notice sent by certified mail from the Union, 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 the Union 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 the Union;
  - (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 the Union. 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.

26.9 Agency Shop - Non-Discrimination

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.

26.10 Agency Shop - Service Fee - 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 26.2 above. The agency shop service fee shall be set on a prorata basis expressed as a percentage of salary.

26.11 Agency Shop - Notice of New Employees

The following provisions will apply regarding notice of new employees:

- a) The County shall provide the Union with the names and addresses of new employees each pay period.
- b) Union Stewards shall be authorized to receive the names and addresses of new employees each pay period from the departmental payroll clerk.
- c) The names and addresses provided the Union shall be kept confidential.

26.12 Agency Shop - Indemnification

The Union shall defend, indemnify, hold harmless, release and save the County, its agents and employees, from and against any and all claims, demands, suits, orders, judgments, expenses or other forms of liability arising out of or in connection with this Article and/or any action taken or not taken by the County and/or the Union under this Article, including, but not limited to, 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.

26.13 Agency Shop - Rescission of Provision

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

26.14 Agency Shop - Recordkeeping and Reporting

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

26.15 Agency Shop - Violation of Article 26

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 26. 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.

26.16 Agency Shop - Non-Arbitrability of

Except as provided below, Article 26 shall be grievable and arbitrable under Article 28 of this agreement.

The following are not grievable nor arbitrable under this agreement:

- a) The adequacy of the Union's notice required by Section 26.8 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 26.8 above.

## **ARTICLE 27 - FULL UNDERSTANDING AND SEPARABILITY**

27.1 Full Understanding, Modification, Waiver

- a) This Memorandum of Understanding sets forth the full and entire understanding of the parties regarding the matters set forth herein. Any other prior or existing understanding or agreements by the parties, whether formal or informal, regarding any such matters are hereby superseded or terminated in their entirety.
- b) 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 Union acknowledges that County has fulfilled its obligations under Government Code Section 3505 for fiscal years 2010/2011 – March 10, 2011.
- c) No agreement, alteration, understanding, variation, waiver, or modification of any of the terms or provisions contained herein shall in any manner be binding upon the parties hereto, unless made and executed in writing by the parties hereto, and if required, approved and implemented by County's Board of Supervisors.
- d) Nothing in this Agreement shall be construed to limit or remove the existing or future jurisdiction or authority of the Civil Service Commission as provided in Ordinance No. 305-A as amended, or as provided in the Rules adopted thereunder.
- e) 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.

27.2 Separability

If during the term of this Memorandum, any item or portion thereof is held to be invalid by operation of law, or rule, regulation, or order issued by governmental authority 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 such provision of this Memorandum shall be immediately suspended and be of no effect hereunder so long as such law, rule, regulation or order shall remain in effect.

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

Except in an emergency, 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 28 - GRIEVANCE PROCEDURE

### 28.1 Purpose

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

### 28.2 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; placement of volunteers; provisions of the Fair Labor Standards Act: 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 27.2. 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

### 28.3 Initiation Deadline

The grievance must be initiated within twenty-five (25) 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.

### 28.4 Time Limits

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

### 28.5 First Step

The grievance shall first be discussed on an informal basis by the grievant with the grievant'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 (6) days. Every effort shall be made by the parties to resolve the grievance at this level and may include conferences among supervisory or administrative personnel. Such discussions will be held whenever possible during the grievant's work hours.

### 28.6 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.

28.7 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.

28.8 Third Step Grievance

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

28.9 Third Step Response

Within five (5) days after receiving the completed grievance form, the department/agency head, or representative, shall meet with grievant and thoroughly discuss the grievance. The department head 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.

28.10 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.

28.11 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.

28.12 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. 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 (5) qualified arbitrators. The

arbitrator shall be selected from the list by the parties alternately striking names with the first strike determined by chance.

28.13 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.

28.14 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. If a grievance is submitted to arbitration by the Union, neither offers for settlement nor concessions for settlement made during the grievance procedure shall be admissible in arbitration.

28.15 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 \$5,000.00, it is binding on the County. To the extent that such award exceeds \$5,000.00, it is advisory. If within sixty (60) days of receiving notice of decision and award requiring an expenditure in excess of \$5,000.00, 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 \$5,000.00. The 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.

28.16 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.

28.17 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 29 – RETIREMENT – 3% AT 60 RETIREMENT BENEFIT**

Effective June 22, 2004, the 3% at 60 enhanced retirement program will be available to Local 39 represented employees who are contributing members of the Sonoma County Employees' Retirement Association (SCERA), with the understanding that the County will work with all other organizations representing general member employees, to implement this option prospectively on the same date. Both parties understand that state law requires that the 3% at 60 benefit be implemented for all general members on the same date.

On the above date, Local 39 represented SCERA members will begin contributing an additional 3.03% pretax to their employee retirement account. This contribution will continue for twenty (20) years (until July 2024) to pay for the unfunded accrued actuarial liability resulting from any past service. Represented employees also will pay a pretax statutory contribution of approximately 1% or slightly more, contingent upon age of entry into the retirement system.

Also on this date, the employer-paid 0.5% deferred compensation (457) contribution will cease and will be re-directed to pay 0.5% of the normal retirement cost going forward. Additionally on the first pay date in July 2004, the employee's dental contribution will increase an additional \$12.00 to fund the normal retirement cost going forward.

Additional savings from the County Health Plan revisions (0.33%) are directed also to fund the normal cost going forward 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.

### **ARTICLE 30 - ENACTMENT**

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

**County of Sonoma,  
Team Members:**

/s/ Dania Torres Wong  
Dania Torres Wong

/s/ Jennifer Rogers  
Jennifer Rogers

/s/ Patti Morrison  
Patti Morrison

/s/ Paula Shimizu  
Paula Shimizu

**International Union of Operating  
Engineers, Local 39,  
Team Members:**

/s/ Joan Bryant  
Joan Bryant, Director of Public Employees

/s/ Jerry Kalmar  
Jerry Kalmar, Business Manager

/s/ Matt Bland  
Matt Bland, President

/s/ Gilbert Rojo  
Gilbert Rojo, Business Representative

/s/ Brian Anderson  
Brian Anderson

/s/ Jim Carduff  
Jim Carduff

/s/ Steven Cryer  
Steven Cryer

/s/ Tom Dowdell  
Tom Dowdell

/s/ James Goodman  
James Goodman

/s/ Chris Junge  
Chris Junge

/s/ Luis Lopez  
Luis Lopez

/s/ Gary Poffenholz  
Gary Poffenholz

/s/ David Ricetti  
David Ricetti

/s/ Chris Smith  
Chris Smith

/s/ Don Swanz  
Don Swanz

/s/ Larry Throop  
Larry Throop

/s/ James Walker  
James Walker

## DOMESTIC PARTNER DEFINED

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

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

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



## Appendix A

### Local 39 Salary Tables 2010-2011 MOU

**Salary Ranges effective through March 8, 2010 (restated from previous MOU)**

<b>Job Class Number</b>	<b>Title</b>	<b>Range</b>	<b>E Step</b>	<b>G Step</b>	<b>I Step</b>
5222	AUTOMOTIVE MECHANIC	2461	2713	2849	2991
5223	AUTOMOTIVE TECHNICIAN	2498	2754	2892	3037
5330	BUILDING MAINTENANCE WORKER	1688	1861	1954	2052
5331	BUILDING MECHANIC I	2477	2731	2868	3011
5335	BUILDING MECHANIC II	2804	3091	3246	3408
1703	COMMUNICATIONS TECHNICIAN I	2221	2449	2571	2700
1705	COMMUNICATIONS TECHNICIAN II	2916	3215	3376	3545
5112	ELECTRICIAN/INSTRUMENTATION TECHNICIAN	3340	3682	3866	4059
5098	ENVIRONMENTAL COMPLIANCE INSPECTOR	3354	3698	3883	4077
5225	HEAVY EQUIPMENT MECHANIC I	1913	2109	2214	2325
5226	HEAVY EQUIPMENT MECHANIC II	2696	2973	3122	3278
5340	LANDFILL FACILITIES SPECIALIST	3304	3642	3824	4015
5224	LEAD AUTOMOTIVE TECHNICIAN	2725	3004	3154	3312
1710	SENIOR COMMUNICATIONS TECHNICIAN	3206	3534	3711	3897
5228	SENIOR HEAVY EQUIPMENT MECHANIC	2953	3256	3419	3590
5123	WATER AGENCY PLANT OPERATOR APPRENTICE	2326	2564	2692	2827
5142	WATER AGENCY CHEMIST	3110	3429	3600	3780
5132	WATER AGENCY LEAD MECHANIC	3304	3642	3824	4015
5129	WATER AGENCY MECHANIC	2990	3297	3462	3635
5125	WATER AGENCY PLANT OPERATOR	2990	3297	3462	3635
5126	WATER AGENCY SENIOR PLANT OPERATOR	3287	3624	3805	3995
5210	WELDER	2696	2973	3122	3278

**Salary Ranges effective March 9, 2010, reflecting equity adjustments to 95% of market**

<b>Job Class Number</b>	<b>Title</b>	<b>Range</b>	<b>E Step</b>	<b>G Step</b>	<b>I Step</b>
5222	AUTOMOTIVE MECHANIC	2461	2713	2849	2991
5223	AUTOMOTIVE TECHNICIAN	2498	2754	2892	3037
5330	BUILDING MAINTENANCE WORKER	1688	1861	1954	2052
5331	BUILDING MECHANIC I	2477	2731	2868	3011
5335	BUILDING MECHANIC II	2804	3091	3246	3408
1703	COMMUNICATIONS TECHNICIAN I	2221	2449	2571	2700
1705	COMMUNICATIONS TECHNICIAN II	2916	3215	3376	3545
5112	ELECTRICIAN/INSTRUMENTATION TECHNICIAN	3340	3682	3866	4059
5098	ENVIRONMENTAL COMPLIANCE INSPECTOR	3354	3698	3883	4077
5225	HEAVY EQUIPMENT MECHANIC I	1913	2109	2214	2325
5226	HEAVY EQUIPMENT MECHANIC II	2696	2973	3122	3278
5340	LANDFILL FACILITIES SPECIALIST	3337	3679	3863	4056
5224	LEAD AUTOMOTIVE TECHNICIAN	2725	3004	3154	3312
1710	SENIOR COMMUNICATIONS TECHNICIAN	3206	3534	3711	3897
5228	SENIOR HEAVY EQUIPMENT MECHANIC	2953	3256	3419	3590
5123	WATER AGENCY PLANT OPERATOR APPRENTICE	2349	2589	2718	2854
5142	WATER AGENCY CHEMIST	3354	3698	3883	4077
5132	WATER AGENCY LEAD MECHANIC	3337	3679	3863	4056
5129	WATER AGENCY MECHANIC	3020	3330	3497	3672
5125	WATER AGENCY PLANT OPERATOR	3020	3330	3497	3672
5126	WATER AGENCY SENIOR PLANT OPERATOR	3320	3660	3843	4035
5210	WELDER	2696	2973	3122	3278

## Appendix B

### LETTER OF UNDERSTANDING

COUNTY of SONOMA  
AND  
INTERNATIONAL UNION OF OPERATING ENGINEERS,  
LOCAL 39

The County of Sonoma and Local 39 have agreed to the following regarding Sonoma County's Mandatory Time-Off Program – Holiday Closure:

- 1.) The Local 39 and the County of Sonoma (County) have agreed to participate in the Mandatory Time-Off (MTO) – Holiday Closure Program (Attachment A) for fiscal year 2009/2010.
- 2.) All regular part-time and full-time employees shall participate in the MTO Program.
- 3.) The MTO Program requires 5 days (40 hours) of time-off without pay for all full-time County employees during the 2009/10 fiscal year. The required MTO will be pro-rated for part-time employees.
- 4.) With limited exceptions (described in the Program Proposal) the MTO shall occur during December 24, 28, 29, 30, 31 and 2009, during which 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 (Payment or Buyback for Unused Vacation - Article 18.6(b)) shall be suspended for fiscal year 2009/10.
- 7.) The terms and implementation of this program may not be grieved through the grievance procedure of the MOU.
- 8.) 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.
- 9.) 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.
- 10.) 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.

- 11.) 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.
- 12.) 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.

\_\_\_\_\_  
**International Union of Operating  
Engineers, Local 39**

\_\_\_\_\_  
Date

\_\_\_\_\_  
**County of Sonoma**

\_\_\_\_\_  
Date

**(Signed document on file with Employee Relations)**

## **2009 MANDATORY TIME OFF (MTO) - HOLIDAY CLOSURE PROGRAM**

### **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 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 but will only be employed during the holiday closure or MTO day in an emergency.

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.

### **40 HOUR MANDATORY TIME OFF AND HOLIDAY 2009 OFFICE CLOSURE**

The County shall implement a 40 hour Mandatory Time Off without pay program for all regular, full time County employees for fiscal 2009/10. Part time employees MTO hours will be prorated based on FTE. The MTO shall occur during a closure of all county departments on December 24, 28, 29, 30, 31, 2009.

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 during the fiscal year.

Employees in 24/7 operations where closure is not possible shall participate by purchasing 40 hours of Mandatory Time off that must be taken prior to the end of the 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 other time off.

### **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. The Employee's base salary shall be reduced for each hour taken as MTO.

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.

### **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.

### **Vacation and Compensatory Time Buyback**

Vacation and compensatory time buybacks for fiscal year 2009/10 shall be suspended except for any employee who commits in writing to resign or retire during fiscal year 2009/10. The buyback shall be reversed if the separation did not occur as scheduled.

### **Vacation and Compensatory Time Off Negotiated Maximums**

Maximum vacation accumulation shall be raised by 40 hours during the applicable fiscal year. Vacation accumulation maximums will be reinstated the first pay date of fiscal year 2010/11. Vacation accumulated in excess of the reinstated maximums must be taken on or before the last pay period of the fiscal year 2010/2011.

Compensatory time off (CTO) accrual limits shall be raised by 40 hours through the last pay period of the 2009/2010 fiscal year. When CTO accrual limits are reinstated, each employee shall have the option of either receiving payment for all CTO accrued in excess of 80 hours, or maintaining the accrued time in excess of 80 hours and taking it off during fiscal year 2010/11 in accordance with the regular time off approval process.

### **Program Details MTO Holiday Closure**

#### **Holiday Closure Pay Deductions - Amortization**

Deductions in pay for the 40 hour Holiday closure shall be amortized over multiple pay periods in the 2009/10 fiscal year and will be determined by the number of pay periods remaining after adoption. The deduction each pay period will allow for payment of the employee during the closure period. Each participating employee shall receive their normal paycheck, less the Holiday closure deduction.

Holiday closure MTO shall be prorated for part-time employees based upon their FTE (full time equivalent). The goal of the amortized reductions is to accrue the necessary salary saving equitably

over the same multiple pay periods.

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

#### **Holiday Closure Deduction - New Employees Hired Before Holiday Closure**

New Full time employees hired after the initiation of payroll deductions for Holiday closure shall take the full 40 MTO hours during the closure. New hires will have a higher bi-weekly MTO accrual of hours to ensure the deduction of the required 40 hours by the end of the fiscal year 2009/10.

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

#### **Holiday Closure – New Employees Hired After Holiday Closure**

Employees hired after the Holiday closure will be provided a prorated number of MTO days to be taken by the end of the fiscal year. The employee's bi-weekly salary will be reduced equivalent to the amortized amount that would have been deducted if they had participated from the beginning of the program.

Part-time employees hired after the Holiday closure shall participate in MTO based on a pro-rated basis. Pro-ration will be based on FTE.

No new employees will be hired during the pay period that includes December 24-31, 2009.

#### **Holiday Closure – Alternative Work Schedules**

Employees who have a regularly scheduled day off due to their alternative work schedule during the Holiday closure period shall still be required to take the full 40 hours of MTO off by the end of the fiscal year. If an employee does not take all of the 40 hours during the closure, they will be required to take it at another time during the fiscal year by mutual agreement between the employee and the appointing authority or designee.

#### **Holiday Pay**

**December 25 and January 1 Holidays:** Full-Time employees on MTO shall receive eight hours of holiday pay each for December 25<sup>th</sup> and January 1<sup>st</sup>, 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.

#### **Holiday Closure - Terminating Employees**

Employees who were not released from duty during the Holiday closure and separate from County service shall be paid for any accrued MTO hours 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.

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

Employees requesting LWOP during the applicable fiscal year must exhaust any amortized Holiday closure MTO accumulated prior to going into an unpaid status. If the employee returns to pay status after the required hours are taken, no further MTO deductions shall be taken. If the employee returns to pay status before the required hours are taken, MTO deductions shall resume. The employee will still be required to complete the 40 hours of MTO for the applicable fiscal year.

Employees on leave without pay will not be required to take MTO. Employees who return to pay status from leave without pay will be required to resume MTO deductions on a pro-rated basis.

**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 the 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.

**Alternative 40 hour Mandatory Time Off and 24/7 Operations**

The County shall be closed for business for a period of 40 hours on December 24, 28, 29, 30, 31, 2009 as stated above.

Employees in operations that cannot completely close for the 40 hour Holiday closure and who take MTO at a different time 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 alternative days off. Each Department Head will approve MTO days with the intent to minimize disruption of operations.

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 to backfill vacant positions.

Employees designated to work during any portion of the Holiday closure will have until the end of the fiscal year to take off the full 40 hours of MTO. Deductions in pay for 40 hours of MTO will be amortized over multiple pay periods in the 2009/10 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 during and after the closure, until all forty (40) MTO hours have been exhausted.

Employees taking MTO at a different time than the closure period 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 closure. MTO taken shall be considered time in pay status for the accrual of benefits and eligibility for overtime and holidays.

## Appendix C

### LETTER OF UNDERSTANDING

COUNTY of SONOMA  
AND  
INTERNATIONAL UNION OF OPERATING ENGINEERS LOCAL 39

The County of Sonoma and Local 39 have agreed to the following regarding the Tuition and Textbook Reimbursement Benefit (Article 16.1 – 16.2) provided by the parties' MOU:

- 1.) Due to the unavailability of funds, Local 39 and the County of Sonoma (County) have agreed to suspend the Tuition and Textbook Reimbursement Benefit for fiscal year 2009/2010.
- 2.) During fiscal year 2009-2010 the Tuition and Textbook Reimbursement Benefit will not be funded and reimbursements will not be made except that during the fiscal year 2009-2010 the County agrees to continue the tool reimbursement as described in 13.2 of the M.O.U.
- 3.) Any amounts that have rolled over from fiscal year 08/09 into fiscal year 09/10 will be available after July 1, 2010.
- 4.) This benefit will automatically be reinstated effective July 1, 2010.
- 5.) The terms and implementation of this agreement may not be grieved through the grievance procedure of the MOU.
- 6.) 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.
- 7.) 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.
- 8.) 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.
- 9.) 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.
- 10.) 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.

\_\_\_\_\_  
**OPERATING ENGINEERS LOCAL 39**

\_\_\_\_\_  
Date

\_\_\_\_\_  
**COUNTY OF SONOMA**

\_\_\_\_\_  
Date

**(Signed document on file with Employee Relations)**

## Appendix D

### LETTER OF UNDERSTANDING

COUNTY of SONOMA  
AND  
INTERNATIONAL UNION OF OPERATING ENGINEERS,  
LOCAL 39

The County of Sonoma and Local 39 have agreed to the following regarding Sonoma County's Voluntary Time Off Program (2009-10):

- 1.) Local 39 (and the County of Sonoma (County) have agreed to participate in the Voluntary Time Off Program (2009-10) (Attachment A) for fiscal year 2009/2010.
- 2.) The Program eligibility requirements and benefits are specified and limited to the VTO Program described in Attachment A.
- 3.) The terms and implementation of this program may not be grieved through the grievance procedure of the MOU.
- 4.) 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.
- 5.) 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.
- 6.) 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.
- 7.) 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.
- 8.) 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.

**Local 39**

Date

---

**County of Sonoma**

---

Date

**(Signed document on file with Employee Relations)**

## **VOLUNTARY TIME OFF (VTO) PROGRAM 2009-10**

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. Employees wishing to work less than their current FTE on a permanent basis are not eligible for this program. Employees wishing to do so should contact their department about a change in the status of their FTE (i.e. become a permanent part time employee).
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, and completed before the expiration of the VTO Program.
- 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.

5. Term

This program will expire on June 30, 2010.

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
<b>TOTAL:</b>		

This request is an agreement between the represented 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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