

MEMORANDUM OF UNDERSTANDING

Between

THE COUNTY OF SONOMA

SONOMA COUNTY WATER AGENCY

and

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

2011 – 2013

March 1, 2011 – March 4, 2013

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MEMORANDUM OF UNDERSTANDING

**BETWEEN THE COUNTY OF SONOMA, SONOMA COUNTY WATER AGENCY
and
WESTERN COUNCIL OF ENGINEERS (WCE)
2011-2013**

PREAMBLE

This Memorandum of Understanding between the duly appointed representatives of Sonoma County and Sonoma County Water Agency together hereinafter referred to as "County", and the Western Council of Engineers, hereinafter referred to as the "Council", contains the agreement of each concerning wages, hours and other terms and conditions of employment for the term of this Memorandum. The parties jointly agree to recommend to County Board of Supervisors and Board of Directors of the Sonoma County Water Agency the adoption of this Memorandum of Understanding effective upon adoption by the Board of Supervisors (March 1, 2011), unless otherwise specified. This Memorandum of Understanding shall apply only to the Engineers' Bargaining Unit.

ARTICLE 1 – TERM

This Memorandum of Understanding is effective from adoption by the Board of Supervisors (March 1, 2011) unless otherwise specified. This Memorandum shall expire and otherwise fully terminate at 11:59 p.m., March 4, 2013. The parties agree that all monetary and non-monetary changes contained herein will become effective upon adoption by the Board of Supervisors (March 1, 2011), unless otherwise specified.

ARTICLE 2 - SUCCESSOR MEMORANDUM

In the event the Council desires to negotiate a successor Memorandum of Understanding, the Council shall serve on the County by the third week of September 2012, its written request to commence negotiations as well as its initial written proposals, or interests in the event both parties agree to participate in interest based bargaining, for any successor Memorandum of Understanding.

ARTICLE 3 – RECOGNITION

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

- Junior Engineer - Assistant Engineer - Engineer - Senior Engineer	- Water Agency Engineer I - Water Agency Engineer II - Water Agency Engineer III -Water Agency Engineer IV -Water Agency Hydrogeologist I -Water Agency Hydrogeologist II -Water Agency Hydrogeologist III -Water Agency Hydrogeologist IV	- Assistant Air Quality Engineer - Air Quality Engineer	- Licensed Land Surveyor -Water Agency Land Surveyor
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ARTICLE 4 – DEFINITIONS

ACTTC: Auditor-Controller-Treasurer-Tax Collector

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

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

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

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

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

Calendar Year: January 1 through December 31.

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

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

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

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

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

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

Employee Part-Time: An employee who is employed in an allocated position which is regularly scheduled for no less than thirty-two (32) hours but less than sixty (60) hours of work per pay period.

Unless otherwise specified in the Memorandum, the term "part-time employee(s)" shall include both employee 3/4 part-time and employee part-time.

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

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

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

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

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

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

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

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

Salary Range: The salary level for any given classification. The salary range shall consist of nine salary steps, each approximately two and one half percent (2-1/2%) apart and identified with the letter "A" through "I". Each salary range shall be identified by a number that shall correspond with the cents per hour of the "A" step of that salary range. Similarly, each step of the salary range shall be expressed in cents per hour.

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

ARTICLE 5 - EMPLOYEE NOTIFICATION OF REPRESENTATION

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

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

6.1 Access to Work Locations

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

6.2 Grievance Processing

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

6.3 Meeting Space

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

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

ARTICLE 7 - PERSONNEL FILES

7.1 Inspection of Personnel Files

The County and Council agree that personnel records are not subject to public inspection,

except as required by law. Employee shall have the right to inspect and review any official record relating to their performance as an employee which is kept or maintained by the County. The County shall provide an opportunity for the employee to respond in writing to any information about which the employee disagrees. The response shall become a permanent part of the employee's personnel file. The contents of employee personnel records shall be made available to the employee for inspection and review at reasonable intervals during the regular business hours of the County.

7.2 Records That Cannot Be Reviewed

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

7.3 Consent For Union Representative To Review Records

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

7.4 Copies of Personnel File Documents

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

ARTICLE 8 – COMMUNICATIONS

8.1 Messenger Service

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

8.2 Bulletin Boards

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

8.3 Memorandum of Understanding – Distribution

The parties agree that the County shall have this Memorandum available on-line at the County's inter-net and intra-net sites.

ARTICLE 9 - DUES CHECK-OFF

The County agrees to deduct all Council dues, insurance premiums and assessments from the pay

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

ARTICLE 10 - MANAGEMENT RIGHTS

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

The exclusive rights of the County shall include, but not be limited to, the right to determine the organization of County government and the purpose and mission of its constituent agencies, to set standards of service to be offered to the public, and through its management officials to exercise control and discretion over its organization and operations, to establish and effect administrative regulations and Employment Rules and Regulations consistent with law and the specific provisions of this Memorandum, to direct its employees, to take disciplinary action, to relieve its employees from duty because of lack of work, or for other legitimate reasons, to determine whether goods or services shall be made, purchased or contracted for, to determine the methods, means and personnel by which the County's services are to be provided, including the right to schedule and assign work and overtime, and to otherwise act in the interest of efficient service to the County.

ARTICLE 11 - SALARIES AND ADMINISTRATION OF THE SALARY SCHEDULE

11.1 Salaries

a. Cost of Living Adjustment and Equity Adjustments

There shall be no cost-of-living adjustment during the term of this MOU.

Due to the County's economic issues, the salaries listed in Appendix B, effective February 23, 2009, were based on equity adjustments at 95% instead of 100% of the average maximum monthly salary from the County's 2009 total compensation survey.

For the immediate subsequent successor Memorandum of Understanding, the compensation policy will be to consider equity adjustments at 100% of the average maximum monthly salary for each related classification if equity adjustments are negotiated.

Salaries are listed in Appendix B.

b. Reopener

The County and Council agree to reopen the contract no earlier than July 2012 to consider equity increases based on the salary-only market data as specified in Article 11.23(a). No decreases to salary shall be considered. In determining if equity increases will be authorized, the factors of consideration will be the County's financial condition and the salary-only survey results. Agencies to be surveyed for the reopener are listed in Section 11.23.

c. Cash Allowance

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

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

11.2 Salary Upon Employment

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

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

11.3 Consideration Upon Reappointment or Return

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

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

11.4 Extra-Help to Extra-Help or Permanent Appointment

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

11.5 Salary Upon Restoration

Any full-time or part-time employee displaced, laid off, or voluntarily demoted in lieu of

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

11.6 Salary Upon Promotion

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

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

An employee who is promoted shall be considered for a merit increase when the employee's total hours in pay status, exclusive of overtime subsequent to promotion, equals 1,040 hours. The effective date of the merit increase shall be in accordance with Section 11.19.

11.7 Advanced Salary Upon Promotion

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

11.8 Salary Upon Demotion During Probation

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

11.9 Salary Upon Involuntary Demotion

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

11.10 Salary Upon Voluntary Demotion

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

11.11 Salary Upon Reappointment from Voluntary Demotion

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

11.12 Salary Upon Transfer

A full-time or part-time employee who transfers from one allocated position to another allocated position in the same class or in another closely related class for which s/he possesses the minimum qualifications shall be paid at the step in the new range nearest the amount to that received prior to transfer, as long as the following condition is met: The job class has a salary range within a maximum of plus or minus four percent (+ or – 4%) of the employee's current salary range.

11.13 Salary Upon Reallocation of Class

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

11.14 Salary Upon Reclassification of Position - Same Salary

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

11.15 Salary Upon Reclassification of Position - Higher Salary

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

11.16 Salary Upon Reclassification of Position - Lower Salary

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

11.17 Merit Advancement Within Salary Ranges

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

11.18 Salary Upon Advancement Within a Range

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

11.19 Effective Date of Merit Increase

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.

11.20 Temporary Promotion

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

An employee subsequently reassigned within twenty-four (24) months of the beginning date of the initial assignment to fill a vacancy in the higher position must serve in such capacity for more than three (3) consecutive days of work prior to receiving the salary as described above in this Section. The appointing authority may submit a written request to the Human Resource Department in lieu of a temporary promotional application completed by the employee.

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

11.21 Classification Study Requests

In response to a written request from a Department Head, the Council, or an employee for a reclassification study, the Human Resources Department shall acknowledge receipt of

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

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

11.22 Retirement - Credit for Prior Public Service

- (a) In addition to any other retirement buy back provision, employees who are contributing members of the Sonoma County's Retirement Association can purchase retirement credit for public service time rendered prior to employment with the County of Sonoma pursuant to Government Code Sections 31641.1 and 31641.2, during the term of this MOU.
- (b) Under Government Code Section 31641.2, the eligible represented employees shall be required to pay twice the amount of contributions, plus interest, that would have been made by the employees to the retirement funding.

11.23 Survey Data

a. Reopener:

A total compensation market survey shall be conducted in fiscal year 2012/2013 to be used in regards to the reopener discussed in Section 11.1B.

- i. With respect to the Sonoma County and Water Agency Land Surveyor benchmark classifications, the survey agencies are: Alameda County, Central Contra Costa Sanitation District, Contra Costa County, Marin County, Monterey County, Napa County, Santa Barbara County, and Solano County.
- ii. With respect to the Water Agency Engineer and Water Agency Hydrogeologist, the survey agencies are: East Bay MUD, Marin Municipal Water District, Vallejo Sanitation and Flood Control District, Alameda Zone 7, Alameda Water District, Napa Sanitation District, Delta Diablo, and Central Contra Costa Sanitation.

b. Successor MOU Negotiations:

The County and the Council have arrived at a mutually agreeable list of agencies and benchmark classifications for the Sonoma County Water Agency Engineer and Hydrogeologist classifications. These agencies are:
East Bay MUD, Marin Municipal Water District, Vallejo Sanitation and Flood Control District, Alameda Zone 7, Alameda Water District, Napa Sanitation District, Delta Diablo, and Central Contra Costa Sanitation.

- b. With respect to the Sonoma County and Water Agency Land Surveyor classifications, the County and the Council shall gather data from the survey agencies of their choice and, subject to data availability, make the data available to each other by the start of the next negotiations, or as soon as possible thereafter.

ARTICLE 12 - HOURS AND OVERTIME

12.1 Application

This Article is intended only as a basis for outlining standards for hours of work, work schedules and a basis for calculating overtime payments. Hours specified under types of employment indicate a commitment by the County to minimum and maximum hours each

employee is to be regularly scheduled, as long as there is sufficient work.

12.2 Types of Employment

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

12.3 Work Schedules

- (a) The County reserves the right to establish and modify work schedules to include regular and flex-time schedules.
- (b) Employees may request and an appointing authority may utilize a flex-time schedule whenever such a schedule is beneficial to the County.
- (c) Employees assigned to a flex-time schedule will be eligible for overtime compensation as defined in Section 12.4.
- (d) An employee who is authorized to flex his/her regular work schedule for his/her convenience shall not use paid leave time to create eligibility for overtime under the contract.
- (e) The County reserves the right to discontinue a flex-time schedule and reassign the employee to a normal work schedule based on the operational needs of the Department. The employee shall be given seven (7) days notice prior to discontinuance of the employee's flex-time schedule.
- (f) The County's decision to begin or end a flex-time schedule is not subject to Article 33 (Grievance Procedure).

12.4 Overtime Defined

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

12.5 Overtime Compensated

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

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

12.6 Compensatory Time Off (CTO) Accrual

An employee may accrue eighty (80) hours of compensatory time off. With the approval of the Appointing Authority, an additional forty (40) hours of compensatory time may be accrued. After one-hundred twenty (120) hours of compensatory time have been accumulated and the employee has current credit for one-hundred twenty (120) hours of compensatory time, the department must compensate the employee in cash for any additional overtime worked.

- 12.7 Payment for Compensatory Time Off (CTO) at Separation
Each employee who is separated from County service shall be entitled to payment for his/her overtime credits remaining at the employee's base hourly rate at the time of his/her separation.
- 12.8 Assignment of Overtime
An appointing authority may require or authorize an employee to work overtime if such overtime work is essential to the continuing efficient operation of his/her department.
- 12.9 Authorization of Use of Compensatory Time Off (CTO)
No employee shall take Compensatory Time Off without prior approval of the employee's designated supervisor. The supervisor shall attempt to schedule such time off at a time agreeable to the employee.

ARTICLE 13 - COMPENSATION BENEFITS

- 13.1 Call-Back
Employees who are called back to work after having completed the normal shift and after having left the work site, shall be entitled to receive a minimum of two (2) hours pay at the applicable rate for all time worked within that two (2) hours call-back period. Such employees who are called back to work shall be compensated for regular time or overtime, as the case may be. Any payment for overtime shall be in accordance with the provisions of this agreement governing overtime. Time worked, for which the employee is entitled to compensation, shall include reasonable travel time to and from the employee's residence via the shortest commonly traveled route.
- 13.2 Licensed Land Surveyor Appointed by Board of Supervisors as County Surveyor
A Licensed Land Surveyor appointed by the Board of Supervisors as the County Surveyor will receive a ten percent (10%) premium pay above the employee's base hourly rate for all hours in pay status, for performing the duties of official County Surveyor.

ARTICLE 14 - PHONE WORK COMPENSATION

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

ARTICLE 15 - MILEAGE REIMBURSEMENT

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

ARTICLE 16 - STAFF DEVELOPMENT

- 16.0 Staff Development Benefit Allowance Program
Due to the unavailability of funds, effective July 1, 2009, the Staff Development Benefit Allowance (described in Section 16.10) is suspended for fiscal years 2009-2010 and 2010-2011. During this period, this benefit will not be funded and reimbursement will

not be made by the County with the sole exception of reimbursement for, and expenses associated with, licenses and certifications required by the job specifications. The side letter between WCE and the County on Staff Development for fiscal years 2009-2010 and 2010-2011 are attached and incorporated by this reference to this MOU (Appendix D). This benefit will be reinstated effective July 1, 2011.

16.1 County Participation

Within available resources, the County will provide the maximum in quality staff development. County participation through expense reimbursement or approval of leave will only occur where there is a reasonable expectation that the employee's work performance or value to the County will be enhanced as a result of the course of study.

16.2 Financial Resource Options

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

16.3 Determining Training Needs

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

16.4 Continuing Education Courses

- (a) Employees in allocated positions are eligible for Continuing Education Courses (CEC). Those courses taken on County time must be directly related to an employee's present position, or career advancement within the present department, and be subject to approval by the employee's appointing authority.
- (b) In the event the State of California mandates continuing education to retain licensure, the parties agree to meet and confer regarding Section 16.5 to include payment, the issue of work time, and implementation of an In-service agreement.

16.5 Continuing Education - Approval by Appointing Authority

When a Continuing Education Course (CEC) is offered during an employee's normal work schedule, the employee may be authorized Continuing Education leave. Such leave authorization shall be subject to the approval of the employee's appointing authority and must be directly related to the employee's present position, or career advancement within the present department. Approval of one course in a series does not automatically constitute approval for the entire series unless specifically authorized by the appointing authority. Continuing Education Leave shall be considered as time worked.

16.6 In-Service Training - Program Description

The County shall make every effort to provide a program of In-Service training for employees in the bargaining unit designed to maintain a high standard of performance and to increase the skills of employees in the bargaining unit.

Training courses to be attended shall have a direct bearing on the work of the employee. Attendance of training courses may be authorized by the department head. Decisions by department heads on request by employees should be based on the following criteria: The effect the absence of the employee will have on the department's operations and its ability to continue to provide the services and perform the functions for which it is responsible; the relationship of the subject of the program, seminar, conference or workshop to the function performed by the employee and the department, and the employee's professional development; the method of financing the training requested by the employee.

16.7 In-Service Training - Financial Resource Options

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

1. By the County: Expenditures for travel, meals, lodging, registration and other items included annually within the department budget.
2. By Other Public or Private Agencies: Occasionally, employees receive approval for their expenditures to be paid by grants from the State or Federal governments, from private organizations or from professional organizations.
3. By the Individual Employee: Occasionally, the departmental budget may not permit trips to be paid by the County. The employee may feel that the trip would be of benefit to the employee's professional development, and therefore, would be willing to pay the expenses if the employee were permitted time off from work at full salary.

16.8 Employee Attendance Selection

When more than one employee within a department requests to attend In-service training and it is not possible to grant attendance for all those employees who have made such a request because of the criteria listed above, the department head shall establish an attendance list based on the priority order of:

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

16.9 Staff Development Benefit Allowance Program

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

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

16.10 Staff Development Benefit Allowance Amounts

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

<u>Employee Status</u>	<u>Annual Benefit & Rollover</u>	
F/T and P/T	Benefit	\$ 600
.75 & Above	Rollover	\$ 400

	Maximum Benefit	\$ 1000
Part-Time	Benefit	\$ 300
Less than .75 FTE	Rollover	\$ 200
	Maximum Benefit	\$ 500

Carryover funds shall not be cumulative.

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

16.11 Wellness Program(s)

Costs up to one hundred (\$100) dollars annually for regular physical fitness, weight reduction and smoking cessation program(s) costs, including patches.

16.12 Notary Services

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

16.13 Non-Grieveable/Non-Arbitrability

Article 16 of this MOU is not grievable or arbitrable.

ARTICLE 17 - TAX DEFERRAL PROGRAMS

17.1 Deferred Compensation

17.1.1 Deferred Compensation - Voluntary Program

The County agrees to maintain the current Deferred Compensation plan for bargaining unit members. Nothing herein renders the County liable to the Council or any employee for a discontinuance of Internal Revenue Service or Franchise Tax Board approval of any County deferred compensation plan or portion thereof.

17.1.2 Deferred Compensation – County Paid Program

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

17.1.3 Deferred Compensation - Employee Appeal

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

17.1.4 Deferred Compensation - Non-Grievability

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

17.1.5 Deferred Compensation - Program Modification

Nothing herein renders the County liable to the Council or any employee for a

discontinuance of Internal Revenue Service or Franchise Tax Board approval of any County Deferred Compensation plan or portion thereof, or the employee becoming ineligible by law or the rules of the plan, to participate in the Deferred Compensation program(s).

17.2 Non-Grievability

All tax deferral salary enhancement plans will be set up and/or administered by the County in accordance with applicable Federal and State laws, and as such, will not be subject to Article 33, Grievance Procedure, of the Memorandum.

ARTICLE 18 - HEALTH AND WELFARE BENEFITS FOR ACTIVE EMPLOYEES

18.1 Active Employee Health Plans

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 retiree's plan (i.e., an employee and his or her dependents cannot be covered by more than one County offered health plan).

An eligible employee is:

- A County of Sonoma probationary or regular full-time or probationary or regular part-time employee (Refer to Section 18.2.8 (Part-Time Employees – Health Benefits) regarding plans offered and pro-ration of benefits for part-time employees).
- An eligible dependent is (as defined in each plan document/summary plan description):
 - ❑ Either the employee's spouse or domestic partner; or
 - ❑ A child based on your plan's age limits or a disabled dependent child regardless of age.

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

Election to participate in a County offered health plan will take place during the first 31 days following the date of hire or initial eligibility, or it shall be made during an annual enrollment period.

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

18.2.1 County Offered Participating Provider Option (PPO) Medical Plan(s)

For individuals covered under this MOU, there are three medical plans in addition to the HMO's described in 18.2.2: County Health Plan PPO, County Health Plan EPO, and UnitedHealthCare High Deductible Health Plan (HDHP). Specific reference to a vendor listed above 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 benefit provisions are outlined in the plan's Summary Plan Description or Evidence of Coverage.

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

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

Benefit Type	Co-Pay
Kaiser Office Visit	\$10
Kaiser Prescription Drug	\$5 generic/ \$10 formulary brand name
UnitedHealthCare Office Visit	\$10
UnitedHealthCare Prescription Drug	\$5 generic/ \$15 formulary brand name/ \$30 non-formulary brand name

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

18.2.3 County Contribution toward Active Employee Medical Benefits

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

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

The County shall contribute to part-time eligible employees on a pro-rated basis, in accordance with Section 18.2.8 (Part-Time Employees – Health Benefits).

18.2.4 Dental Benefits

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

The employee contribution(s) will be:

- Employee Contribution: \$23.00 biweekly (\$50.00/month)

The County shall contribute to part-time eligible employees on a pro-rated basis, in accordance with Section 18.2.8 (Part-Time Employees – Health Benefits).

18.2.5 Vision Benefits

The County will provide vision benefits to full-time active employees and their dependent(s). For all plan benefits and provision, 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 18.2.8 (Part-Time Employees - Health Benefits).

18.2.6 Computer Vision Care Benefits

The County will provide a Computer Vision Care (CVC) benefit. Only employees enrolled in vision benefits in accordance with Section 18.2.5, who are required to spend a significant portion of their work day on a computer, are eligible for the CVC benefit. Eligible employees will receive a CVC eye examination and, if prescribed, CVC lenses and frames through arrangement with the County's CVC vendor.

18.2.7 Life Insurance

The County shall offer, at no expense to the employee, a basic term-life insurance plan in the amount of \$25,000 for an allocated full-time equivalent position of sixty (60) hours or more (0.75 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 18.2 (Participation in County Offered Health (Medical, Dental, Vision, Life Insurance) Plans). The employee may purchase supplemental coverage in increments one times (1X) to four times (4X) the basic coverage to a maximum of \$500,000, in accordance with the insurance carrier's policy. Participating employees and the County will be required to follow the insurance company's contracted requirements with respect to maximum amounts and the necessity for evidence of insurability in order to be eligible to receive the benefit as may be amended from time to time and may be based on actual participation by County employees in the program. An employee enrolled in supplemental coverage who moves from one age bracket to the next higher bracket will have to pay the rate of the higher age bracket beginning the January of the year the employee moves to the higher age bracket.

18.2.8 Part-Time Employees – Health Benefits

Part-time employees in allocated positions of thirty-two (32) hours or more biweekly (0.40 FTE minimum) shall be eligible to participate in the County's medical, dental, and vision plans and the County's contribution toward their premiums shall be pro-rated. Pro-ration shall be based on the number of pay status hours in the pay period, excluding overtime.

Except for part-time (0.75 FTE+) employees referred to in Section 18.2.7, part-time employees shall not be eligible to participate in the County's life insurance program.

18.3 Employee Assistance Program

The County shall continue the current level of benefits under the Employee Assistance Program for all employees represented under this MOU for the term of this Memorandum.

18.4 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, retirement benefits, social security and social security disability benefits, as outlined in the Plan Document.

18.4.1 Long-Term Disability - Claims Dispute

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

18.5 Workers' Compensation Claims Dispute

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.

18.5.1 Workers' Compensation Temporary Disability – Supplementing with Paid Leave

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

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

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

18.7 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 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 18.7 (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.

18.8 Continuation of Health Benefits Coverage

An employee who is entitled to continued benefit coverage as specified in Section 18.6 (Health Benefits During Leaves of Absence - Non-Medical Leaves Without Pay) and Section 18.7 (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. The employee must apply for a leave by completing a Leave of Absence Form.

If the Department authorizes the leave, the Department shall forward the completed Leave of Absence Form to the ACTTC's Office. To assure continued insurance coverage, premiums shall be paid by the employee to the ACTTC's Office no later than the last day of the pay period. If the employee fails to pay the premium by the last day of the pay period, he/she will receive one (1) reminder notice. In order to reinstate coverage, the employee shall pay a twenty-five dollar (\$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 Long Term Disability coverage shall be terminated.

18.9 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 18.2.8 (Part-Time Employees-Health Benefits). For pay periods with no pay status hours, pro-ration shall be based on the employee's FTE.

18.10 COBRA

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

18.11 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 Flexible Spending 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.

18.12 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 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.

18.13 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.

18.14 Labor Management Meetings – Health Benefits

Through the term of this Memorandum, upon request, the County and representatives of the Council, not to exceed four (4) in number, shall meet quarterly at mutually agreed upon times at the County to discuss informational matters of mutual concern relating to the County Health Plan and other health benefit related benefits. More frequent meetings may be held upon mutual agreement. If a meeting occurs during an employee council representative's regular work schedule, the employee can attend without loss of regular pay and benefits. Items and information to be discussed at each meeting shall be subject to advance mutual agreement. The parties acknowledge that these meetings and this provision shall not be subject to Article 33 (Grievance Procedure), to meet and confer requirements of the County Employee Relations Policy and Section 3505 of the Government Code.

18.15 Layoff – Medical Severance Coverage

For employees who continue to be laid off from County service, the County will make its usual medical insurance contribution for the first six (6) pay periods following layoff and one half (1/2) its normal contribution for the next six (6) pay periods following layoff. Eligible employees will be offered the opportunity to continue coverage through COBRA. If/when this medical severance is offered concurrently with COBRA continuation coverage, the eighteen (18) month COBRA continuation period shall be extended by each month of medical severance coverage to a maximum of twenty-four (24) total months.

ARTICLE 19 - MEDICAL BENEFITS FOR FUTURE RETIREES

19.1 Retiree Medical Coverage

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

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

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

19.2 County Contribution toward Retiree Medical Plans - Employees Hired Before 1/1/2009,

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 ten (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, but at no time during the term of this agreement shall the County contribution towards medical be less than \$500.00 a month. Any additional medical contributions provided only to retirees along with any eligibility requirements to receive those contributions shall be conferred as prescribed in the Salary Resolution. The retiree is responsible for all costs (including premiums) that exceed the total County contribution.
- C. Additional Dependents. Retirees eligible under this section, may enroll eligible dependent(s) in the County offered medical plan elected by the retiree but the retiree is responsible for all premium costs in excess of the county's contribution.

19.3 County Contribution toward Retiree Medical Plans - Employees Hired On or After 1/1/2009, Effective 1/1/2009

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 one hundred twenty (120) days after the annual certified audit of the plan is submitted to the administrator and the County.

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

19.4 Surviving Dependent – County Contribution for Employees Hired Before 1/1/2009

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 as follows:

One eligible surviving dependent will be allowed to continue their coverage if the surviving dependent meets each of the following criteria:

1. Has been an eligible dependent of a retiree who was eligible to receive a contribution toward a County offered retiree medical plan under Sections 19.2 prior to the death of the retiree, and
2. Either be enrolled or have waived coverage at the time of the retiree's death.

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

19.5 Surviving Dependents – County Contribution for Employees Hired On or After 1/1/2009

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

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

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

19.6 Additional HRA -Eligibility

- 1) An employee must be a contributing member (or a contribution is made on their behalf) of the Sonoma County Employees' Retirement Association (SCERA).
- 2) Regular full-time employees and part-time employees in an allocated position of 0.5 full-time equivalent or greater are eligible to receive a County HRA contribution.

19.6.1 Additional HRA-Biweekly Contribution

Effective February 23, 2010, for each eligible employee in paid status, the County shall contribute ten dollars (\$10) each pay period into each employee's individual HRA account through the expiration of the MOU and will continue such contribution unless expressly deleted in successor negotiations.

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

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

19.6.3 County HRA Contribution – Full Obligation

For bargaining unit members hired on or after January 1, 2009, the County contributions to the employee's County HRA account described in Section 19.3, combined with the County contribution to the HRA as described in 19.6.1, constitute the County's entire obligation towards medical benefits upon termination and/or retirement and the parties agree that no other retiree medical benefits exist.

19.6.4 Additional HRA – Determination of Intent

In the event that any court, arbitrator, administrative agency, or other tribunal of competent jurisdiction determines that any of the contributions described in Section 19.6.1 are to be included in calculating the County's contribution toward retiree medical insurance for any retiree(s), then the contributions described in Section 19.6.1 shall be held in abeyance and the parties shall meet and confer on the matter to preserve the intent of the parties in an attempt to reach an agreement to preserve the benefits negotiated in Section 19.6.1.

19.6.5 Waiver

In consideration for the benefits provided in Section 19.6, the Council on behalf of itself and its current members/survivors as of January 12, 2010, waives any cause of action based on County conduct regarding retiree medical benefits from April 1, 2007 through date of adoption by the BOS of the WCE MOU. Unless compelled by operation of law, the

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

ARTICLE 20 – HOLIDAYS

20.1 Scheduled Holidays

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

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

20.2 Floating Holiday

- (a) Employees who are in pay status 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 his/her appointing authority, or may be accumulated as provided by this Memorandum. Each part-time employee shall be entitled to a prorated number of hours as defined by Article 20.6.
- (a) In lieu of Christmas or New Year's Eve holiday, each full-time employee who is in pay status on the last scheduled working day of June, and the first scheduled working day of July, shall be granted three (3) hours of compensatory time each fiscal year which may be taken as time off on a day mutually agreeable to the employee and the appointing authority, or may be accumulated as provided by this Memorandum. Subject to the same restrictions as required of full-time employees, each part-time employee shall be entitled to a pro-rated number of hours as defined by Section 20.6. Neither Section 20.4 nor 20.5 apply to this section.

20.3 Day Observed

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

Section 20.1.

20.4 Compensation for Holidays - Day Not Worked

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

20.5 Compensation for Holidays - Day Worked

An employee who actually works on either the "scheduled" holiday or the "observed" holiday shall be entitled to overtime compensation for the hours actually worked. An employee who works on both the scheduled holiday and the observed holiday shall elect which day shall be at overtime. However, only one (1) day shall be at overtime.

20.6 Part-Time Employees

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

20.7 Holidays - Compensation – Employees on Leave Without Pay

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

ARTICLE 21 – VACATIONS

21.1 Maximum Accumulation

Each employee shall accrue and may use vacation leave with full pay providing that the maximum accumulation shall be no more than as specified in Section 21.3.

21.2 Part-Time Employees

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

21.3 Accrual

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

Years of Completed Full-Time Service	Service Hours of Completed Service	Rate for 80 In-Service Hr. Per Pay Period	* Maximum Accumulated Hours
0 through 2	0.0 - 4,173	3.07	280
2 through 3	4,174 - 6,260	3.68	280
3 through 4	6,261 - 8,347	3.99	280
4 through 5	8,348 - 10,434	4.29	280
5 through 10	10,435 – 20,870	4.60	280
10 through 15	20,871 – 31,305	5.83	280
15 through 20	31,306 – 41,741	6.44	280
20 through 25	41,742 – 52,177	7.05	280
25 or greater	52,178 or more	7.36	280

21.4 Reappointment

Each employee with 10,435 in-service hours (five (5) or more years) who resigned in good standing and is reappointed within two (2) years shall be credited with all prior continuous service less 4,174 in-service hours (two (2) years) for purposes of new vacation accrual. Each employee with 10,435 in-service hours (five (5) or more years) who is laid off and who is reappointed within two (2) years, shall be credited for vacation accrual purposes with the same number of in-service hours as the employee had accrued at the time of layoff.

21.5 Vacation Schedules

Vacation schedules shall be arranged by department heads with particular regard to the needs of the service, and whenever possible, with regard to the wishes of the employee. Every effort shall be made to arrange vacation schedules so that each employee will take as much vacation in each year as accrues to the employee in that year. Each employee's vacation time may be so divided as the needs of the service require or permit. No employee may take vacation without advance approval of the department head or appointing authority. No employee may take vacation leave in advance of that actually accumulated at the time such leave is taken.

21.6 Payment for Unused Vacation

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

21.7 Vacation Buy-Back

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

The side letter between WCE and the County on MTO for fiscal years 2010-2011 and 2011-

2012 is attached and incorporated by this reference to this MOU and shall apply and supersede this provision for the duration of this contract.

21.8 Vacation Purchase Plan

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

1. Purchased vacation must be taken before accrued vacation in Section 21.3
2. Purchased vacation is subject to the maximum accumulation limits and usage in Section 21.3.
3. Purchased vacation is subject to the same provisions in Section 21.5
4. Purchased vacation leave is not eligible for buy-back, Section 21.7, and purchased vacation balances will not be included in the eighty (80) hour remaining vacation balance requirement in Section 21.7
5. Purchased vacation hours when taken as time off will not be included in pay status hours for purposes of shift pay and premium pay.
6. Vacation Purchased will be paid off at the employee's base hourly rate at the time of termination.

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

ARTICLE 22 - SICK LEAVE & FAMILY LEAVE

22.1 Accrual

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

22.2 Sick Leave Use

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

- (a) During the employee's own incapacity due to illness or injury.
- (b) During the time needed by the employee to undergo medical or dental treatment or examination.
- (c) During a pregnancy disability leave in which the female employee is incapacitated due to the imminent or actual birth of a child.
- (d) When a child, spouse, domestic partner, who is a member of the

employee's household or a person for whom the employee is entitled to a Federal Income Tax dependent exemption, or the employee's parent, is incapacitated by illness or injury and it is necessary for the employee to care for such child, spouse, domestic partner, or parent. (Parent for purposes of this Section is defined as biological, foster, or adoptive parent, step parent, a legal guardian, or other person who stood in place of a parent to the employee when the employee was a child. A biological or legal relationship is not necessary for a person to have stood in place of a parent to the employee as a child. Parents does not include parent-in-law). Sick leave under this paragraph (d) shall not exceed forty-eight (48) hours per occurrence unless extended by joint action of the employee's Department Head and the Director of Human Resources by reason of exceptional hardships.

- (e) In the event of a natural catastrophe, e.g., flood, earthquake, in which case up to twenty-four (24) hours of sick leave may be used.

22.3 Documentation

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

22.4 Sick Leave Conversion - Annual

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

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

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

22.5 Sick Leave Payoff

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

22.6 Sick Leave Payoff/Conversion at Retirement

- (a) Conversion at Retirement: Each employee who separates from County Service on retirement only shall have the option of converting one hundred percent (100%) of all unused sick leave remaining to each employee's credit at the time of retirement to retirement service credit as provided by Government Code Section 31641.03 and Ordinance No. 5017. This provision will not be used in conjunction with Section 22.5, Sick Leave Payoff, of this MOU.
- (b) Payoff at Disability Retirement: Each employee separated from County service by retirement for disability shall be entitled to payment at such employee's standard hourly rate for all unused sick leave remaining to such employee's credit as of the time of separation.

22.7 Family Leave

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

The appointing authority may grant such Leave Without Pay which qualifies as FMLA/CFRA Leave in addition to the paid sick leave provided for in Article 22 upon submission of reasonable documentation. If the employee requests a paid or unpaid leave of absence for any reason which qualifies under CFRA/FMLA, the County shall designate that the requested leave of absence run concurrently with the employee's CFRA/FMLA entitlements. Prior to going on Leave Without Pay, which qualifies under CFRA/FMLA, an employee may be required to use certain accrued paid leave time. Please refer to Section 22.8 for the specific requirements.

The County shall continue its contribution towards the health plan premium for up to twelve (12) work weeks of the leave. Nothing in this Section shall preclude the use of medical or pregnancy disability leave in Section 18.7 when the employee is medically incapacitated or disabled. If an employee does not qualify for continued benefits under this Section 22.7 or

Section 18.7 (Medical/Pregnancy Disability Leave) and the employee wishes to continue benefit coverage, then Section 18.6 (Health Benefits During Leaves of Absence – Non-Medical Leaves Without Pay) applies.

If the event necessitating Family and Medical Leave becomes known to the employee more than thirty (30) calendar days prior to the employee's need for the leave, the employee shall provide thirty (30) days written advance notice to the appointing authority. If the event becomes known to the employee less than thirty (30) days prior to the employee's need for a leave, the employee shall provide as much written advance notice as possible, and, at a minimum, a written notice of no less than five (5) working days from learning of the event. If the event necessitating the leave is an emergency or is otherwise unforeseeable, the employee shall provide as much written advance notice as possible. If the leave is for a planned medical treatment, the employee must make a reasonable effort to schedule the treatment to avoid disruption of departmental operations. This provision shall be interpreted as the legal minimum Family and Medical Leave available to eligible employees. The appointing authority may grant additional leave without pay under this Section provided it is consistent with the applicable provisions of the Sonoma County Civil Service Rules, County leave policies, Section 22.8, and other provisions of this contract.

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

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

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

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

ARTICLE 23 - COMPASSIONATE LEAVE

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

employee was a minor, and the mother or father of the employee or of the spouse of the employee. With respect to this Article, the term "spouse" shall also include domestic partner and the term "parent" is as defined in Section 22.2d. Up to an additional eight (8) hours of Sick Leave may be used to supplement Compassionate Leave.

ARTICLE 24 - COURT LEAVE

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

ARTICLE 25 - JURY DUTY

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

ARTICLE 26 - NO BREAK IN SERVICE

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

ARTICLE 27 – VOTING

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

ARTICLE 28 - LEAVE PENDING DISCIPLINARY ACTION

(Suspension, Involuntary Demotion, Termination)

An appointing authority who has served notice of proposed disciplinary action on a full-time employee who has permanent status in the classified Civil Service may place such employee on leave of absence with pay for a period not exceeding the time intervening service of notice and expiration of the three (3) day response period provided by the Rules of the Civil Service Commission.

ARTICLE 29 - LEAVE FOR CANDIDATES FOR PUBLIC OFFICE - WATER AGENCY

Any appointive officer or employee, who becomes a bona fide candidate for elective public office, may upon recommendation of the employee's appointing authority, take and be granted leave of absence without pay during all or any portion of the period of the employee's candidacy by delivering to the employee's department head at least ten (10) days written notice of intention so to do, specifying the dates upon which such leave shall begin and end. Such officer or employee may, by further ten (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.

ARTICLE 30 - LEAVE WITHOUT PAY - WATER AGENCY

30.1 General Provisions

- (1) The General Manager may grant leaves without pay, at the request of the employee concerned, to employees of the Agency because of illness, disability, or pregnancy disability, or as provided by the Family Medical Leave Act; or for educational purposes; or for other reasons subject to the approval of the General Manager.
- (2) An employee may appeal the denial by the General Manager of the employee's request for leave without pay. Such appeal shall be made in writing and submitted through the Grievance Procedure specified in Appendix A in accordance with the procedural requirements in that procedure. Any appeal of a denial of leave without pay for medical reasons shall be accompanied by a statement signed by competent medical authority, setting forth the employee's ability to perform the duties of the employee's position and a prognosis of the employee's ability to return to work at the termination of the requested leave.
- (3) The decisions of the Grievance Appeals Committee on any appeals under this Section 30.1 shall be final and binding.

30.2 Disability Leave

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

30.3 Military Service

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

30.4 Medical Exam

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

30.5 Non-Grievability

Article 30 is not grievable except as stated in Section 30.1.(2).

ARTICLE 31 - DISCIPLINE NOTICE AND HEARING - WATER AGENCY

31.1 General Provision

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

31.2 Definitions - Full-Time/Part-Time Employees

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

31.3 Other Than Full/Part-Time Employees

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

31.4 Discipline Process

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

- (a) If the General Manager proposes to dismiss, suspend or involuntarily demote a full-time or part-time employee, he shall provide the employee with written notice of the charge or charges and materials upon which the proposed action is based prior to any final disciplinary action being taken. The employee may waive the right to respond. Responses, if made, may be oral or in writing and shall be communicated to the General Manager within three (3) working days following the date of service of notice. If no response or request for extension of time to respond is received by the General Manager within such three (3) days, the right to respond will be deemed waived. The General Manager may place the affected employee on leave of absence with pay during the three (3) day response period. On written request within such three (3) days by the employee showing good cause therefore, the General Manager may extend the time for response for a reasonable period not to exceed ten (10) days from the time of service of the notice on condition that the employee designate in writing that the time extension shall be charged to earned vacation leave, compensatory time credits or leave of absence without pay. The General Manager shall consider the response, if any, of the employee in determining the propriety and nature of disciplinary action.
- (b) If the General Manager determines to dismiss, suspend or involuntarily demote a full-time or part-time employee, the order of the General Manager shall be in writing and shall state specifically the reason for the action. The employee may appeal a decision of the General Manager to dismiss, suspend or involuntarily demote the employee by filing a petition for hearing with the Board of Directors within ten (10) working days of receipt of the order. The petition shall state whether the employee requests an open or closed hearing.
- (c) Within thirty (30) days of receipt of a petition, the matter shall be placed on the agenda of the Board of Directors for purposes of setting a hearing date.
- (d) The Board of Directors may, in its discretion, appoint a hearing officer to hear the appeal. The hearing officer shall be an employee of the State Office of Administrative Hearings or a member of the State Bar of California. A hearing before the hearing

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

ARTICLE 32 - LAYOFF POLICY - WATER AGENCY

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

32.1 Staff Reduction

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

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

32.2 Layoff Notice

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

32.2.1 Restoration

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

receipt of the offer, the employee shall be declared unavailable and shall forfeit the right to restoration unless a further offer of restoration is authorized by the Water Agency General Manager.

32.2.2 Order of Restoration

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

32.2.3 Availability

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

32.2.4 Forfeit

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

32.3 Appeals

32.3.1 Hearing Body

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

32.3.2 Appeal of Implementation

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

32.3.3 Appeal Process

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

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

Officer's recommendation if the Board appointed a Hearing Officer.

ARTICLE 33 - GRIEVANCE PROCEDURE

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

ARTICLE 34 - 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.

ARTICLE 35 - PERSONAL PROPERTY REIMBURSEMENT

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

ARTICLE 36 - NO STRIKE

36.1 Full Performance

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

36.2 Protected Activities - Council

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

36.3 Written Assurance

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

36.4 Prohibited Activities - Employee Liability

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

36.5 Lock-Out - Prohibited During Term

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

ARTICLE 37 - FULL UNDERSTANDING, MODIFICATION, WAIVER

37.1 MOU - Full Understanding

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

37.2 MOU - Meet and Confer Waiver

Except as specifically provided herein, it is agreed and understood that the Council voluntarily and unqualifiedly waives its right to, and releases the County from, any obligation to meet and confer on any subject or matter contained herein. The Council acknowledges that County has fulfilled its obligations under Government Code Section 3505 for the term of this agreement, March 1, 2011 through March 4, 2013.

37.3 MOU - Modification

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

37.4 Civil Service Commission Authority

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

37.5 MOU - Non-Precedent Setting

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

ARTICLE 38 – SEPARABILITY

38.1 MOU - Invalidation of Article/Section

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

38.2 MOU - Full Force and Effect

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

ARTICLE 39 - DIRECT DEPOSIT

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

ARTICLE 40 - SPECIAL PROVISIONS

Medical Examinations - Water Agency

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

ARTICLE 41 - 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 Council shall equally share the responsibility of the application of this provision. An employee alleging unlawful discrimination may utilize the County's Equal Employment Opportunity Discrimination Complaint Procedure to first seek adjustment of a complaint, but may not use the Grievance Procedure of this Memorandum of Understanding.

ARTICLE 42 - RETIREMENT PLAN - 3% @ 60

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

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

ARTICLE 43 – SAFETY BOOTS/SHOES

Full-time and permanent part-time employees regularly assigned to construction activities, refuse facilities, field operations and road maintenance will be entitled to receive a \$170 voucher for one (1) pair of safety boots or shoes, to be replaced on an as-needed basis, but not more frequently than every two (2) years. Extraordinary replacement is by approval of the appointing authority only.

ARTICLE 44 – SAFETY PROGRAM

The County provides a Safety 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.

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.

ARTICLE 45 – REOPENERS

45.1 Human Resources Management System (HRMS) Re-opener

The parties agree that the County may exercise a re-opener 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.

ARTICLE 46 – 2ND TIER RETIREMENT COMMITTEE

The parties agree to participate in a committee and discussion of modifications to the current retirement formula for new hires.

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

WESTERN COUNCIL OF ENGINEERS

____/s/ Carol Allen_____

Carol Allen

____/s/ Nancy Watson_____

Nancy Watson

____/s/ Jennifer Rogers_____

Jennifer Rogers

____/s/ Levi Gurule_____

Levi Gurule

____/s/ Pattie Morrison_____

Patti Morrison

____/s/ Alex Rosas_____

Alex Rosas

____/s/ Thomas O’Kane, Jr._____

Thomas O’Kane, Jr.

____/s/ George Lincoln_____

George Lincoln

APPENDIX A - COUNTY GRIEVANCE PROCEDURE

Section I DEFINITIONS

- (a) GRIEVANCE. A grievance is a complaint by an employee, a group of employees, or by a recognized employee organization on behalf of an employee(s) (all herein after referred to

as a "grievant") concerning any term or condition of employment which the appointing authority has complete or partial authority and power to change or which the appointing authority may seek to resolve through action by another Department Head. Where a grievance concerns a matter which is controlled in whole or in part by another department head(s), such department head(s) shall be made a party to the grievance. A grievance may relate to a management interpretation or application of law, ordinance, regulations, the resolutions of this Board, or departmental rules and regulations. Specifically excluded from the definition of grievance and from the grievance procedure are:

- (1) Complaints, the resolution of which would require a change in or an amendment to law, ordinance, or the resolutions, rules or regulations of this Board;
 - (2) Discrimination complaints which shall be filed through the County's equal Opportunity Discrimination Complaint Procedure;
 - (3) Dismissals, suspensions, and reductions in rank or compensation; and
 - (4) In addition to (4), above, all other matters appealable under the Civil Service Ordinance and/or the Rules of the Civil Service Commission.
- (b) **GRIEVANCE PROCEDURE.** The grievance procedure is the method by which a grievant may seek management action to relieve or eliminate the grievance.
- (c) **GRIEVANCE APPEALS COMMITTEE.** A Grievance Appeals Committee of three members shall be a forum for consideration and resolution of grievances. Committee members shall be composed as follows:
- (1) One person selected by the recognized employee organization representing the grievant. If the grievant is unrepresented, then the grievant may select a Committee member of the grievant's choosing.
 - (2) The Director of Human Resources or designee. If the grievant is employed in the Human Resources Department, then the County Administrator shall select this Committee member.
 - (3) The third member of the Committee shall be mutually selected by the first two Committee members chosen by the grievant and the Human Resources Director. The third member of the Committee must be so selected within ten (10) days of the day the first two members were selected. If the first two Committee members are unable to agree upon a selection, then the first two Committee members shall strike names off of a list of the current members of the County Civil Service Commission until only one (1) name remains, who shall be the third member of the Committee. The order of striking shall be determined by a coin toss. No Committee member may be selected who is employed in the department in which the grievant is employed. Committee members shall select a chairperson. The Human Resources Department shall provide secretarial services to the Committee. The Committee shall meet on call of its chairman and with mutual agreement, as to date and time of the meeting, among the grievant, the appointing authority and the other Committee members. Deliberations of the Committee shall be informal, confidential and provide a full and fair hearing of the grievance and proposed solutions without formal rules of evidence or a stenographic or electronic recording of the proceedings.
- (d) **DAYS.** The term "days" as used in this procedure shall mean regular County business days, Mondays through Fridays, from 8:00 a.m. to 5:00 p.m., but excluding formal County

holidays or weekends.

Section 2. REPRESENTATION

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

Section 3. DISCRIMINATION

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

Section 4. TIME OFF

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

Section 5. INFORMAL GRIEVANCE PROCEDURE

It shall be the mutual responsibility of employees and management to endeavor to resolve grievances informally at the lowest practicable level of management. To this end, the grievant shall first present the grievance to the grievant's immediate supervisor in an informal meeting within ten (10) days after the occurrence of the circumstances giving rise to the grievance or the grievant's first knowledge thereof. The grievant may request the meeting be held at any reasonable time, and the supervisor shall meet with the grievant as soon as reasonably practicable after receipt of the request. In the meeting, the grievant and the supervisor shall review the grievance. The employee shall fully and fairly explain: the alleged action or inaction by the County which caused grievance; the policy, rule, law or regulation allegedly violated by the County; and the remedy the grievant believes will resolve the grievance. The parties shall cooperate in seeking a resolution of the grievance. If questions beyond the scope of the supervisor's authority or knowledge are involved, the supervisor may consult the supervisor's superiors or other County officers. The supervisor shall present an informal, verbal decision with supporting reasons to the grievant within five (5) days after the meeting.

Section 6. FORMAL GRIEVANCE PROCEDURE An employee whose grievance is not satisfactorily resolved by the informal procedure may institute a formal grievance.

The formal grievance shall conform to the following:

- (a) All formal grievances shall be in writing on the form appended to this resolution. A supply of forms shall be maintained in each department and shall be readily accessible to all employees.
- (b) Within five (5) days after receipt of the supervisor's decision in the informal

- proceeding, the grievant may file a formal grievance on the form prescribed. The grievant shall provide the necessary information called for at the top of the form and in Steps I and II of the Grievance form in clearly legible writing, printing, or typing. The grievant shall file the original form with the immediate supervisor.
- (c) The immediate supervisor shall meet with the grievant within five (5) days after filing of the grievance form for discussion of the formal grievance. The immediate supervisor shall complete "Supervisor's decision" portion of the form and return it to the grievant within five (5) days after their meeting. A copy of the supervisor's decision and attached grievance documents shall also be filed in the file with the Human Resources Director.
 - (d) The grievant may appeal the decision of the immediate supervisor by completing the first part of Step III of the grievance form and filing it with the grievant's appointing authority within five (5) days after receipt of the supervisor's decision. The functions of the appointing authority hereunder may be performed by the appointing authority's duly authorized representative.
 - (e) The appointing authority shall meet with the grievant within five (5) days after filing of the appeal for discussion of the grievance. If the matter is controlled in whole or in part by another department head(s), such department head(s) shall be consulted and made a party to the grievance. The grievant's appointing authority shall complete the rest of the Step III ("Appointing Authority response") and return it to the employee within fifteen (15) days after such meeting. A copy of the appointing authority's response and any attached grievance documents shall also be filed with the Human Resources Director and any department head(s) made party to the grievance.
 - (f) The grievant may appeal from the decision of the appointing authority by filing a written request for such appeal to the Human Resources Director within five (5) days after receipt of the appointing authority's decision. The Human Resources Director shall immediately deliver a copy of the written appeal to the grievant's appointing authority. The Human Resources Director shall then obtain the name of the Grievance Appeals Committee member selected by the grievant or the grievant's recognized employee organization. The Human Resources Director shall select a Committee member to represent the Human Resources Director and then provide assistance as necessary to select the third Committee member in accordance with the selection process in Section 1(c), above. The grievant's written appeal shall provide full details of the facts of the grievance and why the appointing authority's response did not satisfactorily resolve the grievance.
 - (g) The Grievance Appeals Committee shall schedule the appeal for hearing not later than twenty (20) days after the filing of the grievance and shall forthwith notify the grievant and the grievant's appointing authority and any department head(s) made party to the grievance of the time and place at which the appeal will be considered. The Committee may reach and announce a decision at the close of the hearing or it may retire and deliberate in private before announcing its decision. In order to be properly reached, a decision by the Committee must be agreed upon by at least two (2) members, be in writing and show both the findings

of facts and the reasoning behind the decision. The Committee shall deliver with proof of service, a copy of its decision to the appointing authority, and the grievant, and any department head(s) made party to the grievance, within ten (10) days after conclusion of the hearing.

- (h) Either the grievant or the appointing authority or any department head(s) made party to the grievance may appeal the decision of the Grievance Appeals Committee by filing a written appeal with the other party, with the Human Resources Director and with the Clerk of the Board of Supervisors within five (5) days after receipt of the decision of the Appeals Committee. The Board of Supervisors shall have the discretion to decide the grievance and render a final decision based solely on a review of the grievance records or it shall schedule the appeal for a public hearing in a manner the Board deems appropriate. If the Board chooses to decide the grievance based on the record, it shall render a final decision in the form of a Resolution within a reasonable period of time not to exceed 30 days from the date the Clerk of the Board received the appeal. If the Board of Supervisors chooses to hear the grievance, the Clerk of the Board of Supervisors shall give written notice of the time and place of the hearing to the grievant and the appointing authority. The Board of Supervisors shall hear and determine the grievance within a reasonable period of time not to exceed thirty (30) days from the date the Clerk of the Board received the appeal. The grievant, the appointing authority or any department head(s) made party to the grievance and their representatives, may appear and present their arguments in front of the Board. The decision of the Board of Supervisors shall be evidenced by a Resolution of the Board. The Clerk shall mail to the employee, the appointing authority, any department head(s) made party to the grievance, and the Human Resources Director a copy of the Board's Resolution. The decision of the Board of Supervisors shall be final.

APPENDIX B - SALARY TABLES

JOB CLASS #	JOB CLASS NAME	Salary Range (A Step) 2/23/2010	Approx Monthly (A Step) Minimum 2/23/2010	Approx Monthly (I Step) Maximum 2/23/2010
1000	LICENSED LAND SURVEYOR	3737	\$6,500	\$7,900
0999	WA LAND SURVEYOR*	4185	\$7,279	\$8,848
1010	JUNIOR ENGINEER	2893	\$5,032	\$6,119
1011	ASSISTANT ENGINEER	3340	\$5,809	\$7,060
1012	ENGINEER	3972	\$6,908	\$8,399
1014	SENIOR ENGINEER	4375	\$7,609	\$9,249
1021	WA ENGINEER I	3008	\$5,232	\$6,359
1022	WA ENGINEER II	3473	\$6,040	\$7,341
1023	WA ENGINEER III	4130	\$7,183	\$8,733
1032	WA ENGINEER IV **	4543	\$7,901	\$9,604
1028	ASST AIR QUALITY ENGINEER	3340	\$5,809	\$7,060
1029	AIR QUALITY ENGINEER	3894	\$6,773	\$8,232
1071	WA HYDROGEOLOGIST I	3008	\$5,232	\$6,359
1072	WA HYDROGEOLOGIST II	3473	\$6,040	\$7,341
1073	WA HYDROGEOLOGIST III	4130	\$7,138	\$8,733
1033	WA HYDROGEOLOGIST IV **	4543	\$7,901	\$9,604

* Classification and salary effective 12/14/2010.

** Classifications and salaries effective 6/22/2010.

APPENDIX C - DOMESTIC PARTNER DEFINITION

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

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

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

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

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

APPENDIX D – STAFF DEVELOPMENT SUSPENSION

COUNTY of SONOMA AND WESTERN COUNCIL OF ENGINEERS (WCE)

The County of Sonoma and WCE have agreed to the following regarding the Professional Development Allowance (Article 16.10) provided by the current parties' MOU:

- 1.) Due to the unavailability of funds, the WCE and the County of Sonoma (County) have agreed to suspend the Professional Development Allowance for fiscal year 2010/2011.
- 2.) During this period the Professional Development Allowance will not be funded and reimbursements will not be made with the sole exception of reimbursement for, and expenses associated with, licenses and certifications required by the job specifications. These shall be funded from departmental funds.
- 3.) Any amounts that have rolled over from fiscal year 08/09 into fiscal year 09/10 will be available after July 1, 2011.
- 4.) This benefit will automatically be reinstated effective July 1, 2011.
- 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.

/s/ Nancy Watson

6/18/10

WCE

Date

/s/ Carol Allen

6/18/10

COUNTY OF SONOMA

Date

(Signed Document on File with Employee Relations)

APPENDIX E – MANDATORY TIME OFF

LETTER OF UNDERSTANDING

COUNTY of SONOMA AND WESTERN COUNCIL OF ENGINEERS (WCE)

The County of Sonoma and WCE have agreed to the following regarding Sonoma County's Mandatory Time-Off Program for fiscal years 2010/2011 and 2011/2012:

- 1.) The WCE and the County of Sonoma (County) have agreed to participate in the Mandatory Time-Off (MTO) Program (Attachment A) for fiscal years 2010/2011 and 2011/2012, effective July 1, 2010 through June 30, 2012.
- 2.) All regular part-time and full-time employees represented by WCE shall participate in the MTO Program.
- 3.) The MTO Program for fiscal year 2010/2011 requires 8 days (64 hours) of time-off without pay for all full-time County employees, to include 5 days (40 hours) of Holiday Closure and 3 days (24 hours) of Floating MTO, to be taken during the 2010/2011 fiscal year. The MTO Program for fiscal year 2011/2012 requires 5 days (40 hours) of Holiday Closure time-off without pay for all full-time County employees. The required MTO will be pro-rated for part-time employees.
- 4.) With limited exceptions (described in Attachment A), for fiscal year 2010/2011, the 40 hours of Holiday Closure MTO shall occur during Holiday Closures on December 23, 27, 28, 29, and 30, 2010. For fiscal year 2011/2012, the 40 hours of Holiday Closure MTO shall occur during Holiday Closures on December 23, 27, 28, 29, and 30, 2011. During these times, County facilities will be closed or in some cases alternate arrangements will be made where the closure of operations cannot occur.
- 5.) The 24 hours (3 days) of Floating MTO during fiscal year 2010/2011, shall occur as determined by the Department Head to allow for obtaining the salary savings with minimal disruption to the department's operations.
- 6.) The details of the MTO Program, including employee benefits and status during the MTO, are described in the Program Proposal (Attachment A).
- 7.) The cash-out of accrued vacation (Vacation Buyback - Section 21.7) and compensatory time off (CTO) shall be suspended for fiscal years 2010/2011 and 2011/2012, effective July 1, 2010 through June 30, 2012.
- 8.) The terms and implementation of this program may not be grieved through the grievance procedure of the MOU.
- 9.) 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.

- 10.) 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.
- 11.) 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.
- 12.) 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.
- 13.) The waiver of any breach, term or condition of this Letter of Understanding by either party shall not constitute a precedent in the future enforcement of all its terms and provisions.

/s/ Nancy Watson _____ 1/24/11 _____
WCE Date

/s/ Carol Allen _____ 1/24/11 _____
County of Sonoma Date

(Signed Document on File with Employee Relations)

MANDATORY TIME OFF (MTO) PROGRAM (FY 10/11 & 11/12)

Purpose

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

Participants

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

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

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

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

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

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

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

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

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

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

MTO in 24/7 Operations

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

Floating MTO days

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

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

Employees

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

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

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

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

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

Department Conditions

In order to achieve the desired savings from the MTO program, there shall be no backfilling of

furloughed employees by utilizing extra-help employees, temporary registry/agency employees, contractors, volunteers, students, trainees, interns, or volunteer auxiliary during the applicable fiscal year. An exception may be permitted when the furloughed employee and all qualified employees have declined an offer or are unavailable to work a furlough day or in cases where extra-help is regularly used to cover “fixed post” positions.

Vacation and Compensatory Time Buyback

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

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

Vacation and Compensatory Time Off Negotiated Maximums

Vacation Accrual for fiscal year 10/11:

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

Vacation Accrual for fiscal year 11/12:

Maximum vacation accumulation shall remain raised by 40 hours (above MOU stated limits) during the 2011/2012 fiscal year.

Vacation Accrual for fiscal year 12/13:

Normal vacation accumulation maximums will be reinstated the first pay date of fiscal year 2012/2013.

Employees will not lose any vacation hours accrued above the MTO adjusted caps, however, additional vacation hours will not accrue until the vacation accrual balance falls below the established MOU cap for the corresponding fiscal year.

Compensatory Time Off (CTO) For fiscal year 10/11:

Compensatory time off (CTO) accrual limits shall be raised to 144 (64 hours above MOU stated limits) through the last pay period of the 2010/2011 fiscal year.

Compensatory Time Off (CTO) For fiscal year 11/12:

Maximum CTO accumulation shall drop back to 120 hours (40 hours above MOU stated limits) during the 2011/2012 fiscal year.

Compensatory Time Off (CTO) For fiscal year 12/13:

Normal CTO accumulation maximums will be reinstated the first pay date of fiscal year 2012/2013. CTO accumulated in excess of the reinstated maximums must be used on or before the last pay period of the fiscal year 2012/2013. At the end of fiscal year 12/13, any remaining accrued CTO hours, above the MOU stated limits will be paid to the employee.

MTO Program Details

Pay Deductions - Amortization Deductions in pay for all MTO hours shall be amortized over multiple pay periods in the corresponding 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 consistently throughout the year, including the closure periods. Each participating employee shall receive their normal paycheck, less the MTO deduction. The deduction will be prorated for part-time employees.

MTO Accounts and Balances

Payroll will set up accounts for each employee for MTO **accumulated** each pay period by payroll deduction, and MTO **taken** which will be credited each pay period for Holiday Closure or floating MTO days taken.

It is the Department's responsibility to monitor, authorize and schedule MTO days to ensure employees are given the opportunity to take the full number of MTO hours assigned per fiscal year, and that employees do not exceed the full number of MTO hours assigned per fiscal year through the last full pay period of the corresponding fiscal year.

At the close of the 2011/2012 fiscal year any balance in the MTO accumulated account (MTO due to the employee) will remain in the employee's account to be taken during following fiscal years until depleted. Employees must use any accumulated MTO prior to using vacation or compensatory time off.

If at the close of the 2011/2012 fiscal year any employees with a balance remaining in the MTO taken account (MTO owed to the County), MTO deductions will continue into the next fiscal year until the balance is offset.

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

MTO Deduction - New Employees

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

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

Holiday Closure – Alternative Work Schedules

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

Holiday Pay

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

MTO - Terminating Employees

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

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

Employees Laid Off – Eligible for Severance

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

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

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

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

Workers Compensation Leave

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

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

Long Term Disability

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

Floating Mandatory Time Off and 24/7 Operations

The County shall be closed for business for a total of 40 hours in fiscal year 2010/11 (the 3 Floating MTO days in fiscal year 2010/2011 may result in a departmental closure, at the department head's discretion), and 40 hours in fiscal year 2011/12, as stated above.

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

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

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

Scheduling of Floating MTO days

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

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

APPENDIX F – VOLUNTARY TIME OFF PROGRAM

LETTER OF UNDERSTANDING

COUNTY of SONOMA

AND

WESTERN COUNCIL OF ENGINEERS (WCE)

The County of Sonoma and WCE have agreed to the following regarding Sonoma County's Voluntary Time Off Program:

- 1.) The Western Council of Engineers and the County of Sonoma (County) have agreed to participate in the Voluntary Time Off Program (Attachment B) for fiscal years 2010/2011 and 2011/2012.
- 2.) The Program eligibility requirements and benefits are specified and limited to the VTO Program described in Attachment B.
- 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.

/s/ Nancy Watson _____ 1/24/11 _____
WCE Date

/s/ Carol Allen _____ 1/24/11 _____
County of Sonoma Date
(Signed Document on File with Employee Relations)

VOLUNTARY TIME OFF (VTO) PROGRAM

(Extension of V.T.O. Program through June 30, 2012.)

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, 2012

6. Communication

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

VOLUNTARY TIME OFF (VTO) REQUEST

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

NOTE: More than one request form may be submitted.

Name: _____ Employee #: _____

Job Class: _____ Bargaining Unit: _____ Department: _____

REQUESTED VTO DATES:		TOTAL
FROM:	TO:	HOURS

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

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

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

The above is in accord with my understanding:

Employee Signature: _____ Date: _____
 Comment: _____

Department Head Authorization: _____ Date: _____
 Comment: _____

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APPENDIX G – SIDE LETTER – RETIREE MEDICAL ELIGIBILITY

WCE: /s/ Nancy Watson Sonoma County: /s/ Carol Allen

Date: 1/24/11 Date: 1/24/11

SIDE LETTER AGREEMENT –Retiree Medical Eligibility

The County of Sonoma and the WCE met and conferred concerning the following issue and agree to the following contingent on overall agreement for a successor to the 2010 – 2011 MOU:

1. If the County agrees to change retiree medical eligibility to match eligibility, for any other represented bargaining group during the term of the WCE MOU, and this change would result in an improvement to the retiree medical eligibility for WCE represented employees, the same changes will apply to WCE represented employees.
2. This Agreement 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.
3. Except as specifically provided herein, it is agreed and understood that the Council voluntarily and unqualifiedly waives its right to and releases the County from any obligation to meet and confer on the issue of this Agreement during the term of the successor Memorandum of Understanding.
4. 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 of Sonoma's Board of Supervisors.
5. The waiver of any breach, term or condition of this successor Memorandum of Understanding by either party shall not constitute a precedent in the future enforcement of all its terms and provisions.
6. Nothing in this agreement shall be construed to limit, remove, expand, or in any way alter the existing or future jurisdiction or authority of the Civil Service Commission as provided in Sonoma County Ordinance No. 305-A as amended or as provided in the rules adopted there under.

(Signed Document on File with Employee Relations)

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