

**MEMORANDUM OF UNDERSTANDING**

*BETWEEN*

**THE COUNTY OF SONOMA**

*AND*

**THE SONOMA COUNTY  
DEPUTY SHERIFFS' ASSOCIATION  
(DSA)**

December 9, 2008 – August 9, 2010  
**LAW ENFORCEMENT NON-SUPERVISORY, UNIT 46  
LAW ENFORCEMENT SUPERVISORY, UNIT 47**

**TABLE OF CONTENTS**

<b><u>PROVISION</u></b>	<b><u>PAGE</u></b>
<b>PREAMBLE</b> .....	1
<b>ARTICLE 1 - TERM</b> .....	1
1.1 Effective Dates .....	1
1.2 Notice for Successor Memorandum .....	1
<b>ARTICLE 2 - RECOGNITION</b> .....	2
<b>ARTICLE 3 - DEFINITIONS</b> .....	2
3.1 Non-Application .....	2
3.2 Definitions.....	2
3.3 Fair Labor Standards Act Not Incorporated .....	6
<b>ARTICLE 4 - MANAGEMENT RIGHTS</b> .....	6
4.1 Retention of Rights .....	6
4.2 Non-Grievability of Decision Making Authority.....	6
4.3 Exclusive Rights .....	6
4.4 Contracting-Out .....	7
<b>ARTICLE 5 - ASSOCIATION RIGHTS</b> .....	7
5.1 Bulletin Boards .....	7
5.2 Communications.....	7
5.3 Work Access.....	7
5.4 Dues Check Off .....	8
5.5 Successor Memorandum Procedures .....	8
5.6 Non-Discrimination .....	8
5.7 Time for Association Activities .....	8
5.8 Paid Leave .....	9
5.9 Representation Assistance.....	10
5.10 Use of County Facilities.....	10
5.11 Data Run - All Employees in Units.....	10
5.12 Data Run - New Employees in Units .....	11
5.13 Board Agenda.....	11
<b>ARTICLE 6 - EMPLOYEE RIGHTS</b> .....	11
6.1 Personal Property Reimbursement.....	11
6.2 Personal Property Reimbursement Supplement - Damage to Employee Vehicles....	12
6.3 Safety Program.....	12
6.4 Employee/Association Safety Appeals .....	12
6.5 Personnel Files.....	12

## TABLE OF CONTENTS

<u>PROVISION</u>	<u>PAGE</u>
6.6 Uniform Review Process - Written Reprimand .....	13
<b>ARTICLE 7 - SALARIES AND ADMINISTRATION OF THE SALARY SCHEDULE .....</b>	<b>13</b>
7.1 Salaries .....	13
7.2 Salary Upon Employment.....	14
7.3 Advanced Step Upon Employment.....	14
7.4 Reappointment Consideration .....	14
7.5 Extra-Help to Permanent Appointment.....	14
7.6 Salary Upon Restoration .....	15
7.7 Salary Upon Promotion .....	15
7.8 Advanced Salary Upon Promotion.....	15
7.9 Salary Upon Demotion During Probation.....	16
7.10 Salary Upon Involuntary Demotion .....	16
7.11 Salary Upon Voluntary Demotion .....	16
7.12 Salary Upon Reappointment from Voluntary Demotion .....	16
7.13 Salary Upon Transfer .....	17
7.14 Salary Upon Reallocation of Class .....	17
7.15 Salary Upon Reclassification of Position - Same Salary.....	17
7.16 Salary Upon Reclassification of Position - Higher Salary .....	17
7.17 Salary Upon Reclassification of Position - Lower Salary .....	17
7.18 Merit Advancement Within Salary Ranges .....	17
7.19 Performance Appraisals .....	18
7.20 Salary Upon Advancement Within a Range .....	18
7.21 Effective Date of Merit Increase.....	18
7.22 Salary Upon Temporary Promotion .....	18
7.23 Subsequent Reassignment .....	19
7.24 Salary Upon Disciplinary Reduction In Pay .....	19
7.25 Hourly Cash Allowance .....	19
<b>ARTICLE 8 - SPECIAL COMPENSATION BENEFITS .....</b>	<b>19</b>
8.1 Special Compensation Premium Pays .....	19
8.2 Specialist Premiums .....	20
8.3 Specialty Assignment Trial Period .....	21
8.4 Specialty Assignment Guarantee Period .....	21
8.5 Specialty Assignment Continuation .....	22
8.6 Public Safety Officers Procedural Bill of Rights Act.....	22

## TABLE OF CONTENTS

<u>PROVISION</u>	<u>PAGE</u>
8.7 Joint Recommendation to Civil Service Commission.....	23
8.8 POST Premiums.....	23
8.9 Dog Handler .....	24
8.10 Mounted Unit .....	24
<b>ARTICLE 9 - BILINGUAL PAY</b> .....	<b>25</b>
<b>ARTICLE 10 – UNIFORMS AND EQUIPMENT</b> .....	<b>25</b>
10.1 Uniforms .....	25
10.2 Equipment .....	25
<b>ARTICLE 11 - MILEAGE REIMBURSEMENT</b> .....	<b>26</b>
<b>ARTICLE 12 - DEFERRED COMPENSATION</b> .....	<b>26</b>
12.1 Deferred Compensation and Retirement .....	26
12.2 414(h)(2)-Tax Deferred Retirement Contribution .....	26
12.3 Employer Pick-up of Employee's Statutory Retirement Contribution .....	26
12.4 Enhanced Safety Retirement Program .....	26
<b>ARTICLE 13 - DIRECT DEPOSIT</b> .....	<b>27</b>
<b>ARTICLE 14 – HOURS AND OVERTIME</b> .....	<b>28</b>
14.1 Application.....	28
14.2 Types of Employment.....	28
14.3 Work Schedules .....	28
14.4 Flex-Time Schedule.....	28
14.5 Posting of Work Schedules .....	28
14.6 Work Schedule Change.....	29
14.7 Statutory Overtime for the Non-Exempt Employee.....	29
14.8 Non-Statutory Overtime.....	30
14.9 Assignment of Overtime .....	31
14.10 Overtime Earned .....	31
14.11 Overtime Compensation .....	31
14.12 Approval for Compensatory Time Off .....	31
14.13 Requests for Compensatory Time Payments .....	31
14.14 Compensatory Time Payment at Separation.....	32
14.15 Half-Time Pay Provision .....	32
14.16 Overtime Not Cumulative .....	32
14.17 Non-Applicability of FLSA.....	32
<b>ARTICLE 15 - STANDBY AND CALLBACK</b> .....	<b>32</b>

**TABLE OF CONTENTS**

<b><u>PROVISION</u></b>	<b><u>PAGE</u></b>
15.1 Definition of Standby .....	32
15.2 Call-Back .....	33
15.3 Court Call-Back .....	33
<b>ARTICLE 16 - SHIFT DIFFERENTIAL PREMIUM.....</b>	<b>33</b>
16.1 Shift Premium Compensation .....	33
16.2 Day Shift Holdover.....	34
16.3 Swing/Night Shifts .....	34
16.4 Resident Deputies & Detectives .....	34
<b>ARTICLE 17 - MEALS AND REST PERIODS.....</b>	<b>34</b>
17.1 Rest Periods .....	34
17.2 Lunch Periods.....	34
17.3 Meals.....	34
17.4 Lodging.....	35
<b>ARTICLE 18 - HEALTH &amp; WELFARE BENEFITS FOR ACTIVE EMPLOYEES .....</b>	<b>35</b>
18.1 Active Employee Health Plans.....	35
18.2 Participation in County Offered Health (Medical, Dental, Vision, Life Insurance) Plans .....	35
18.2.1 County Offered Participating Provider Option (PPO) Medical Plan(s) .....	36
18.2.2 County Offered Health Maintenance Organization (HMO) Medical Plans .....	36
18.2.3 County Contributions Toward Active Employee Medical Benefits .....	36
18.2.4 Dental Benefits .....	37
18.2.5 Vision Benefits.....	38
18.2.6 VDT (Video Display Terminal) Optical Benefits .....	38
18.2.7 Life Insurance .....	38
18.2.8 Part-Time Employee – Health Plans.....	39
18.3 Employee Assistance Program.....	39
18.4 Long-Term Disability (LTD).....	39
18.4.1 Claims Disputes over LTD .....	40
18.5 Workers' Compensation Claim Dispute .....	40
18.5.1 Workers' Compensation Temporary Disability – Supplementing with Paid Leave.....	40
18.6 Medical / Pregnancy Disability Leave .....	41
18.6.1 Health Benefits During Leaves of Absence – Non-Medical leaves Without Pay .....	42
18.6.2 Continuation of Health Benefits Coverage.....	42
18.6.3 Part-Time Employees – Health Benefits During Leaves of Absence.....	43

## TABLE OF CONTENTS

<u>PROVISION</u>	<u>PAGE</u>
18.6.4 COBRA.....	43
18.7 Salary Enhancement Plans .....	43
18.8 Plan Documents and Other Controlling Documents .....	44
18.9 Long Term Care – Payroll Deduction .....	44
18.10 Voluntary Retiree Medical Program.....	44
<b>ARTICLE 19 – MEDICAL BENEFITS FOR FUTURE RETIREES .....</b>	<b>45</b>
19.1 Retiree Medical Coverage .....	45
19.2 County Contribution toward Retiree Medical Plans - Employees Hired Before July 1, 1990 .....	45
19.3 County Contribution toward Retiree Medical Plans - Employees Hired On or After July 1, 1990 but Before January 1, 2009 .....	46
19.4 County Contribution toward Retiree Medical Plans - Employees Hired Before January 1, 2009.....	47
19.5 County Contribution toward Retiree Medical Plans - Employees Hired On or After January 1, 2009 – Effective January 1, 2009 .....	49
19.6 Surviving Dependent – County Contribution through May 31, 2009 for Employees Hired Before January 1, 2009.....	51
19.7 Surviving Dependent – County Contribution beginning June 1, 2009 for Employees Hired Before January 1, 2009.....	52
19.8 Surviving Dependent – County Contribution for Employees Hired On or After January 1, 2009.....	52
19.9 DSA Retiree Medical Trust.....	52
<b>ARTICLE 20 - HOLIDAYS .....</b>	<b>56</b>
20.1 Paid Holidays.....	56
20.2 Scheduled Holidays .....	56
20.3 Floating Holiday .....	57
20.4 Day Observed.....	57
20.5 Compensation for Holidays .....	57
20.6 Compensation for Holidays - Day Worked.....	57
20.7 Part-Time Employees – Compensation for Holidays .....	58
20.8 Holiday Pay Maximum.....	58
<b>ARTICLE 21 - VACATION .....</b>	<b>58</b>
21.1 Maximum Accumulation .....	58
21.2 Part-Time Employees - Vacation.....	58
21.3 Accrual .....	58
21.4 Reappointment .....	59

**TABLE OF CONTENTS**

<b><u>PROVISION</u></b>	<b><u>PAGE</u></b>
21.5 Vacation Schedules .....	60
21.6 Payment for Unused Vacation .....	60
21.7 Vacation Buy Back .....	60
<b>ARTICLE 22 - SICK LEAVE AND FAMILY LEAVE .....</b>	<b>60</b>
22.1 Accrual .....	60
22.2 Sick Leave Use.....	60
22.3 Documentation .....	61
22.4 Sick Leave Conversion.....	61
22.5 Sick Leave Payoff/Conversion at Retirement .....	62
22.6 Sick Leave Payoff at Disability Retirement .....	63
22.7 Family Leave .....	63
<b>ARTICLE 23 - COMPASSIONATE LEAVE .....</b>	<b>64</b>
<b>ARTICLE 24 - NON-DUTY COURT LEAVE .....</b>	<b>65</b>
<b>ARTICLE 25 - JURY DUTY .....</b>	<b>65</b>
<b>ARTICLE 26 - NO BREAK IN SERVICE .....</b>	<b>65</b>
<b>ARTICLE 27 - VOTING .....</b>	<b>66</b>
<b>ARTICLE 28 - EMPLOYMENT IN MORE THAN ONE POSITION .....</b>	<b>66</b>
<b>ARTICLE 29 - STAFF DEVELOPMENT .....</b>	<b>66</b>
29.1 Tuition and Textbook Reimbursement.....	66
29.2 Staff Development Benefit Allowance Program .....	66
29.2.1 Staff Development Benefit Allowance - Amounts .....	67
29.3 In-Service Training .....	67
29.4 Physical Fitness.....	68
29.5 Combined Use - Staff Development and Physical Fitness .....	68
29.6 Non-Grievable .....	69
<b>ARTICLE 30 - GRIEVANCE PROCEDURE .....</b>	<b>69</b>
30.1 Purpose – Grievance Procedure .....	69
30.2 Definitions – Grievance Procedure .....	69
30.3 Representation .....	70
30.4 Initiation Deadline .....	70
30.5 Time Limits .....	70
30.6 First Step .....	70
30.7 Second Step Grievance.....	71
30.8 Second Step Response.....	71

## TABLE OF CONTENTS

<u>PROVISION</u>	<u>PAGE</u>
30.9 Third Step Grievance.....	71
30.10 Third Step Response.....	72
30.11 Mediation.....	72
30.12 Arbitrable Grievances.....	72
30.13 Selection of Arbitrator.....	72
30.14 Arbitration Issues.....	73
30.15 Arbitrator's Authority.....	73
30.16 Binding/Non-Binding Decision.....	73
30.17 Arbitrator's Decision Due.....	74
30.18 Arbitration Expenses Shared.....	74
<b>ARTICLE 31 - CLASSIFICATION INFORMATION.....</b>	<b>74</b>
31.1 Copies of Classification Studies.....	74
31.2 Meet and Confer Obligation.....	74
<b>ARTICLE 32- LABOR/MANAGEMENT MEETINGS.....</b>	<b>75</b>
32.1 Matters of Mutual Interest.....	75
32.2 Written Notice.....	75
32.3 Participation – Labor/Management Meetings.....	75
32.4 Joint Training on Memorandum.....	75
<b>ARTICLE 33 - NO STRIKE.....</b>	<b>75</b>
33.1 Full Performance of Duties.....	75
33.2 Prohibited Activities.....	76
33.3 Association Responsibilities.....	76
33.4 Written Assurance.....	76
33.5 No Lockout.....	76
<b>ARTICLE 34 - FULL UNDERSTANDING, MODIFICATION, ACKNOWLEDGMENT.....</b>	<b>77</b>
34.1 Full Understanding.....	77
34.2 Acknowledgment.....	77
34.3 Meet and Confer During Term of Memorandum.....	77
34.4 Written Modifications Required.....	79
34.5 No Limitation on Authority of Civil Service Commission.....	79
34.6 Non-Precedence.....	79
<b>ARTICLE 35- ASSOCIATION SECURITY.....</b>	<b>80</b>
35.1 Maintenance of Membership.....	80
35.2 Agency Shop Service Fee.....	80

**TABLE OF CONTENTS**

<b><u>PROVISION</u></b>	<b><u>PAGE</u></b>
35.3 Separation from Unit Exception .....	81
35.4 Service Fee Choice .....	81
35.5 Calculation of Basic Service Fee .....	82
35.6 Advance Notice of Agency Shop Service Fee .....	82
35.7 Notice of New Employees .....	83
35.8 Agency Shop Service Fee Collection .....	83
35.9 Indemnification .....	84
35.10 Rescission of Agency Shop Provision .....	84
35.11 Recordkeeping and Reporting .....	84
35.12 Association's Constitutional Obligations .....	84
35.13 Violation of Law .....	85
<b>ARTICLE 36 - INVALID SECTIONS</b> .....	<b>85</b>
36.1 Invalid Sections .....	85
36.2 Separability .....	85
<b>ARTICLE 37 – SWORN STAFFING</b> .....	<b>85</b>
<b>ARTICLE 38 - DISTRIBUTION OF MEMORANDUM OF UNDERSTANDING AND ENACTMENT</b> .....	<b>86</b>
38.1 Distribution.....	86
38.2 Enactment .....	86
<b>Appendix A - Salary Ranges</b>	
<b>Appendix B - Departmental Grievance Procedure and Form</b>	
<b>Appendix C - MOU Grievance Form</b>	

**MEMORANDUM OF UNDERSTANDING  
BETWEEN THE COUNTY OF SONOMA  
AND  
THE SONOMA COUNTY DEPUTY SHERIFFS' ASSOCIATION (DSA)**

**2008-2010**

**PREAMBLE**

This agreement between the duly appointed representatives of Sonoma County, hereinafter referred to as "County", and the Sonoma County Deputy Sheriffs' Association, hereinafter referred to as the "Association", contains the agreement of each concerning wages, hours and other terms and conditions of employment for the term of this Memorandum of Understanding.

The parties jointly agree to recommend to the County Board of Supervisors the adoption of this Memorandum effective December 9, 2008, unless otherwise specified. This Memorandum shall apply only to those classifications listed within each bargaining unit under Recognition Article 2.

**ARTICLE 1 - TERM**

**1.1 Effective Dates**

The following items shall constitute the wages, hours and other terms and conditions for employees in classifications as listed in Article 2 of this Memorandum of Understanding. The parties agree that all changes contained herein will become effective on December 9, 2008 unless otherwise specified. This Memorandum shall expire and otherwise fully terminate at 12:00 midnight on August 9, 2010.

**1.2 Notice for Successor Memorandum**

In the event the Association desires to negotiate a successor Memorandum of Understanding, the Association shall serve on the County by February 8, 2010, its written request to commence negotiations as well as its written initial proposals for any successor Memorandum of Understanding.

## ARTICLE 2 - RECOGNITION

The County recognizes the Association as the sole bargaining representative for the Law Enforcement Supervisory and Law Enforcement Non-supervisory units. These bargaining units consist of all full-time and part-time employees in regular permanently allocated positions in the classifications listed below:

### Law Enforcement Supervisory

Sheriff's Sergeant

### Law Enforcement Non-supervisory

Deputy Sheriff Trainee

Deputy Sheriff I

Deputy Sheriff II

## ARTICLE 3 - DEFINITIONS

### 3.1 Non-Application

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

### 3.2 Definitions

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

**BASE HOURLY RATE:** The base hourly rate shall be the hourly rate corresponding to the salary step in the salary range to which the employee is assigned.

**BI-WEEKLY PAY PERIOD:** Fourteen (14) consecutive calendar days which begin on a Tuesday and end with the second Monday thereafter.

**BREAK IN SERVICE:** A break in employment from the County such as a termination or resignation. A break in service does not occur because an employee is on an unpaid status.

**CALENDAR YEAR:** January 1 through December 31.

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

**COUNTY:** The County of Sonoma, any of its organizational unit or boards and commissions, as administratively determined by the County; may include department head, Board of Supervisors, Chief Administrative Officer or a supervisor.

**DEPARTMENT HEAD:** Sheriff Coroner or designee.

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

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

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

**EMERGENCY OPERATIONS:** The performance of County functions or services necessary, in the opinion of the County, to protect or preserve the lives, safety, health, or property of the County or the public it serves, but "emergency operations"

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

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

**EMPLOYEE FULL-TIME:** An employee who is employed in an allocated position which is regularly scheduled for 80 hours of work in each pay period.

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

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

**EXTRA-HELP EMPLOYEES:** As defined in the Civil Service Rules and not represented by this bargaining unit.

**FLEX-TIME WORK SCHEDULE:** A non-regular work schedule with or without a consistent pattern as to the number of work hours per day or week, but an arrangement whereby the employee is obligated to perform work and be responsible for flexing the hours of his/her own work schedule. Employees assigned to a flex-time work schedule will be eligible for overtime only when the hours worked exceed 80 in a pay period or as otherwise required by law.

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

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

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

**PROBATIONARY EMPLOYEE:** An employee who is serving a probationary period as provided in the Civil Service Rules.

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

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

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

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

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

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

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

STATUTORY OVERTIME: For the sworn, non-exempt employee, it is all hours worked in excess of 86 in a regular 14 day work period.

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

3.3 Fair Labor Standards Act Not Incorporated

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

**ARTICLE 4 - MANAGEMENT RIGHTS**

4.1 Retention of Rights

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

4.2 Non-Grievability of Decision Making Authority

The County has and will continue to retain exclusive decision-making authority on matters not expressly modified by specific provisions of this Memorandum except as provided by this Memorandum. Such decision making shall not in any way, be subject to the grievance procedure provided in Article 31.

4.3 Exclusive Rights

The exclusive rights of the County shall include, but not be limited to, the right to determine the organization of County government and the purpose and mission of its constituent agencies; to set standards of service to be offered to the public, and through its management officials to exercise control and discretion over its organization and operations; to establish and enforce administrative regulations and work rules in addition to and not inconsistent with the specific provisions of this Memorandum of Understanding; to direct its employees; to take disciplinary action; to relieve its employees from duty because their positions are abolished, or whenever necessary because of lack of work or lack of funds, or under conditions where continued work would be ineffective or non-productive; to determine whether goods or services shall be made, purchased or contracted for; to determine the methods, means and personnel by which the County's services are to be provided, purchased or contracted including the right to schedule and assign work and

overtime; and to otherwise act in the interest of efficient service to the County and the public.

To the extent required by law, the County agrees to meet and confer on the impact of the exercise of any such rights upon represented employees prior to implementation.

#### 4.4 Contracting-Out

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

### **ARTICLE 5 - ASSOCIATION RIGHTS**

#### 5.1 Bulletin Boards

County will furnish two (2) reasonable bulletin board spaces measuring no less than 36 x 48 inches. Bulletin boards shall be located in mutually acceptable areas and shall, when reasonably possible, be out of plain view of the public. All materials to be posted on said boards shall be in good taste and strictly impersonal in nature and limited to the legitimate business of the Association. Prior to posting, all material shall be plainly and legibly initialed by an authorized representative of the Association.

#### 5.2 Communications

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

#### 5.3 Work Access

Authorized non-employee Association representatives will be given access to work locations during working hours to investigate and process grievances or post bulletins on the bulletin board(s) without unreasonable interference with employee work. The Association shall give the department head and the Employee Relations

Manager a written list of such authorized Association Representatives. Only those people whose name appears on the current list shall be granted access under this provision.

5.4 Dues Check Off

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

5.5 Successor Memorandum Procedures

The County and the Association will strive to arrive at mutually agreeable ground rules to cover any element of the meet and confer process for a successor Memorandum of Understanding.

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

5.6 Non-Discrimination

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

5.7 Time for Association Activities

The County and the Association agree to the primary principle that the Association activities will normally be carried on outside of employee working hours. It is further recognized that there are reasonable limited deviations from this policy such as posting of Association notices and distribution of information which do not require substantial amounts of time. Where such activities cannot reasonably be performed except during scheduled working hours, and where such activities are performed without disruption of employee work performance, they are authorized and may be done without loss of pay to the employees involved.

## 5.8 Paid Leave "Pool"

- a. Use: Upon request, the County will grant Association paid leave to Association representative(s) to attend to Association business related to County of Sonoma representation, when such business would conflict with the work schedule of an employee representative(s). "Association business" shall mean Association Executive Board meetings, conventions, seminars or other Association events, all of which must be related to employer-employee relations and involving matters solely pertaining to the bargaining units covered by this Memorandum of Understanding. When on Association business, bargaining unit members are on off-duty status, during which the County is not responsible for their actions.

Association representatives must contact the Association office to request such paid leave. Additional release hours beyond the annual pool of paid Association leave hours may be granted by the County for Association business on an unpaid leave basis or by the employee representative requesting use of accrued vacation and/or compensatory time off. The County shall not unreasonably deny a request for paid Association business leave or unpaid leave, vacation and/or compensatory time off for Association business unless the County determines the number of Association representatives requesting time off for Association business would create an undue hardship on operational effectiveness, including excessive overtime costs to replace the absent Association representative(s).

All requests for leave under this section shall be made in writing on a form as agreed to by the parties.

- b. Unit Member Contributions: After one year of service, a represented employee may contribute up to eight (8) hours per year of either accrual, compensatory time off or vacation. There is no minimum contribution amount. A contributor must have an 80 hours vacation balance after contribution. There is no compensatory time off minimum balance.
- c. Association Charges: The County will charge the Association for overtime costs incurred to backfill positions, when paid leave time under this Article is used. The cost shall be deducted by the County from the Association paid leave pool first. If paid leave is exhausted, the Association will be charged for additional time.

- d. Limit and Rollover: Up to 440 hours total of employee contributions may be authorized. Should the paid leave pool become exhausted, up to 100 additional employee hours may be contributed per year.

Employee contributions are rolled over to the following year, within the annual limits stated above.

- e. County Contribution: In addition, the County will authorize 140 hours per year for the Association's use.

#### 5.9 Representation Assistance

Except as otherwise modified by a specific provision of this Memorandum of Understanding, Association employee and non-employee representatives shall have the right to represent or assist employees covered by this Memorandum of Understanding before the Board of Supervisors, the Civil Service Commission, grievance meetings with County management under the Grievance Procedure of this Memorandum of Understanding or other meetings with County management mutually agreed to in advance.

#### 5.10 Use of County Facilities

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

#### 5.11 Data Run - All Employees in Units

At the Association's request, the County will provide the Association with a data run of the names, class titles, and departments of all employees within the two bargaining units covered by this Memorandum of Understanding. The Association recognizes and respects the legal right of each employee to the employee's privacy and agrees not to use any information obtained pursuant to this Memorandum of Understanding or to allow others to use the information for commercial gain, nor in any manner that would violate those rights. With respect to this promise, the Association agrees to indemnify, defend and hold harmless the County, its officers, employees, and agents, from any claim, liability, or damage arising from the Association's breach of its duty under this Article 5.11.

5.12 Data Run - New Employees in Units

The County shall, once per month, make available to the Association President a list of the names, home addresses (where the employee so authorizes the release to the County and the Association), and work locations of all newly hired employees. The President of the Association, or designee, shall be entitled to contact all newly hired employees for the purpose of providing the employee with an Association brochure and other information about the Association. These activities will be conducted on the President's and the newly hired employee's own time. Upon request, the Association may be authorized to make this contact with newly hired employees at a departmental orientation period if the County agrees that such contacts will not interfere or detract from the purpose of the departmental orientation process.

5.13 Board Agenda

The County will arrange to transmit or make available to the Association President, or designee, two copies each week of the Board of Supervisors' regular public meeting agenda in advance of the regular Board meeting. The County will also continue to transmit or make available to the Association President, or designee, two copies of the regular Civil Service Commission agenda and classification studies scheduled on that agenda pertaining to classifications represented by the Association in advance of the Commission meeting.

## **ARTICLE 6 - EMPLOYEE RIGHTS**

6.1 Personal Property Reimbursement

Upon recommendation of the department head, the County, in accordance with Government Code Section 53240, shall provide for payment of the costs of replacing or repairing property or prosthesis of an employee, such as eyeglasses, hearing aids, dentures, watches, or articles of clothing necessarily worn or carried by the employee when any such items are lost or damaged in the line of duty without negligence by employee. If the items are damaged beyond repair, the actual value of such items may be paid. The value of such items shall be determined as of the time of the loss thereof or damage thereto in accordance with the Personal Property Claims Guide as provided by Board of Supervisors Resolution No. 56420, dated January 18, 1977. In accordance with the foregoing, the County and the Association agree that personal property customarily used by employees in the performance of special duties, such as divers' equipment and gear and watches

appropriate for divers and helicopter pilots and observers, shall be considered as "trade or crafts tools" as provided for in Board of Supervisors Resolution No. 56420. The County and the Association further agree that the Resolution No. 56420 requirement of the County and the Association to agree upon an inventory of such personal property used on duty is satisfied when the employee affected and the employee's supervisor, or other designee of the department head, agree upon the personal property to be included in an approved inventory.

6.2 Personal Property Reimbursement Supplement - Damage to Employee Vehicles

The County will continue to make partial reimbursement for vehicle damage in accordance with Board of Supervisor's Resolution 90-0721 dated April 24, 1990.

6.3 Safety Program

The County is committed to providing a safe and healthy workplace for its employees. On behalf of the employees it represents, the Association agrees that it is the duty of all employees to follow safe work practices and procedures and to report any unsafe practices or conditions to their immediate supervisor or designee. It is further agreed and understood that the foregoing commitment to safety does not specifically establish a staffing level(s) within the Sheriff's Department.

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

6.4 Employee/Association Safety Appeals

All hazard reports, actions and appeals shall follow the process contained in the County of Sonoma Safety Management Policy, Administrative Policy 6-4, and Sonoma County Safety Management Program, and shall not be the subject of a grievance through this MOU.

6.5 Personnel Files

An employee shall have the right to inspect and review any personnel file or record relating to his performance as an employee which is kept or maintained by the County. The County shall provide an opportunity for the employee to respond in writing to any information contained therein with which he disagrees. Such response shall become a permanent part of the employee's personnel file. The

employee shall be responsible for providing the written responses to be included as part of the employee's personnel file. At his request, an employee shall be provided one copy of any document placed in the employee's personnel file. No employee shall have any comment adverse to his interest entered in his personnel file without the employee having first read and signed the document containing the adverse comment, except that such entry may be made if after reading the document the employee refuses to sign it. Should an employee refuse to sign, the fact shall be noted on the document. The County and Association agree that Personnel files and records are confidential. It is further understood and agreed that reference letters and background investigations are exempt from review by the employee or the Association. Should an employee wish to have an Association or non-Association representative review his personnel file and/or records in the employee's absence, he will provide the Association or non-Association representative with a signed letter indicating the employee's consent to have his file and/or records reviewed. The Association or non-Association representative shall present said consent letter to the employee's department head or his designee prior to reviewing said employee's file and/or records. All personnel files and records are and remain the property of the County. The department head shall keep one personnel file for each employee in the bargaining units covered by this Memorandum of Understanding. Time for inspection and review of such files and/or records shall be available to the employees at any reasonable time during the regular business hours of the County.

6.6 Uniform Review Process - Written Reprimand

Employees shall have a uniform administrative appeal process for written reprimands during the term of this agreement.

**ARTICLE 7 - SALARIES AND ADMINISTRATION OF THE SALARY SCHEDULE**

7.1 Salaries

- a. Salary ranges shall be as specified in Appendix A for each classification contained within each of the units represented by the Association. Salary ranges reflect a general increase at the "A" Step of three percent (3%) for all classifications effective December 16, 2008.
- b. Salary ranges shall reflect a general increase at the "A" Step of three percent (3%) effective the pay period beginning August 11, 2009, and equity adjustments effective the pay period beginning August 11, 2009, applied as follows:

Deputy Sheriff	2.78%
Sergeant	2.81%

- c. In lieu of the pay increases authorized in b. above, the County shall instead for three (3) pay periods pay an amount each pay period equal to \$92,456.00 in three installments, for a total of \$277,368.00, into a Retiree Medical Trust established by the Association and described in Article 19.9. The total amount is the dollar value of the pay increases that would have been received for the three (3) pay periods the increases have been delayed. The salary increases as provided in b. above shall go into effect the pay period beginning September 22, 2009.

7.2 Salary Upon Employment

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

7.3 Advanced Step Upon Employment

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

7.4 Reappointment Consideration

Any full-time or part-time employee who resigns in good standing, and who is reappointed on a full-time or part-time basis in the same class or a closely related class in the same salary range or in a lower salary range within five years after resignation may, upon approval by the County, be paid at any step in the appropriate salary range, but not less than two steps below the step paid at the time of resignation. Approval of the County is only required if the person is rehired at a step which exceeds step paid at the time of resignation.

7.5 Extra-Help to Permanent Appointment

An extra-help employee who is appointed to an allocated part-time or full-time position in any class and without a break in service, shall be paid at a step which is nearest in amount to that of the step received in the class held immediately prior to

such appointment. Employment at a higher salary step not to exceed the maximums of the range may be authorized upon recommendation of the department head.

7.6 Salary Upon Restoration

Any full-time or part-time employee displaced, laid off, or voluntarily demoted in lieu of layoff and re-appointed within two years in the same class from which separated or in a closely related class in the same salary range, or in a lower salary range than the class from which separated shall be paid at the salary step closest to but not exceeding the step of the applicable range paid at the time of displacement, layoff or voluntary demotion. Such employee shall be considered for merit increase when the employee's total hours in pay status before and after separation and restoration equal the number of hours required for merit increase.

7.7 Salary Upon Promotion

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

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

An employee who is promoted shall be considered for a merit increase when the employee's total hours in pay status, exclusive of overtime subsequent to promotion, equals 1040 hours. The effective date of the merit increase shall be in accordance with Article 7.21.

7.8 Advanced Salary Upon Promotion

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

7.9 Salary Upon Demotion During Probation

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

7.10 Salary Upon Involuntary Demotion

A full or part-time employee, to whom the circumstances described in Article 7.9 do not apply, who is demoted involuntarily to a position in a class which is allocated to a lower salary range than the class from which the employee is demoted shall have the employee's salary reduced to the salary in the range for the new class next lower than, or not more than five (5) percent lower than the salary received before demotion, except that such employee shall not be paid more than the maximum of the range of the class to which the employee is demoted. The employee's eligibility for merit advancement shall not change as a result of demotion.

7.11 Salary Upon Voluntary Demotion

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

7.12 Salary Upon Reappointment from Voluntary Demotion

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

7.13 Salary Upon Transfer

A full-time or part-time employee may transfer from one allocated position to another allocated position in the same class or in another class having a salary range within a maximum of plus or minus two and one half percent ( 2½%) of the employee's current salary range as long as the employee meets the minimum qualifications of the new class.

7.14 Salary Upon Reallocation of Class

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

7.15 Salary Upon Reclassification of Position - Same Salary

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

7.16 Salary Upon Reclassification of Position - Higher Salary

Except as otherwise provided herein, whenever a position is reclassified to a class which is allocated to a higher salary range, the salary of the incumbent shall be as provided in Article 7.7 if the incumbent is appointed to fill the position.

7.17 Salary Upon Reclassification of Position - Lower Salary

Whenever a position is reclassified to a class which is allocated to a lower salary range, the salary of the incumbent shall be as provided by Article 7.11, if the incumbent is appointed to fill the position. Whenever the effect of reclassification is to reduce the salary of an incumbent, the Board of Supervisors may, upon recommendation by the Director of Human Resources, direct that the incumbent shall continue to receive the previously authorized salary until termination of employment in the position, or until a percentage increase in pay may be authorized, whichever first occurs. Appropriate records shall show such an incumbent as being paid at a special fixed rate (Y rate) of the salary range for the employee's class.

7.18 Merit Advancement Within Salary Ranges

Merit increases within a range shall not be automatic. They shall be based upon merit and shall require a written performance evaluation with a minimum satisfactory overall rating. An employee with a less than satisfactory overall rating on the employee's most recent performance evaluation shall not be eligible for a merit

increase until the employee receives an overall rating of satisfactory. The performance evaluation shall be reviewed by the employee's department head and approved in writing prior to the granting of any merit increase. Merit increases shall be made within the appropriate salary range for the class by computing the new salary step rate which is most closely equivalent to five percent (5%) higher than the previous base hourly rate.

7.19 Performance Appraisals

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

7.20 Salary Upon Advancement Within a Range

Each employee shall be considered for an initial merit increase when the employee's total hours in pay status within the same class exclusive of overtime equals 1040 hours. Thereafter, an employee shall be considered for subsequent merit increases when the employee accumulates 2080 hours pay status, exclusive of overtime.

7.21 Effective Date of Merit Increase

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

7.22 Salary Upon Temporary Promotion

An employee assigned by the department head to perform the full range of duties of a higher classification to fill a vacancy caused by resignation, termination, promotion or an approved leave of absence, who meets the minimum qualifications of the higher classification, and who serves continuously in such assignment for more than 12 consecutive days of work, shall be paid retroactive to the first hour worked and thereafter according to the salary of the range for the new class which would constitute an increase in salary at the step most closely equivalent to five (5) percent greater than the employee's salary before promotion, but not less than minimum salary of the new class, nor greater than the maximum salary of the new class. The employee shall receive this salary as long as the employee continues to serve in

such assignment and shall be entitled to receive increases for the position in accordance with the merit increase section of this Memorandum as though the employee had been appointed on the day that the employee began to receive the salary designated for the position. All other benefits to which an employee is entitled under the terms of this MOU shall continue and no additional benefits will be provided to employees temporarily assigned to a higher class.

7.23 Subsequent Reassignment

An employee subsequently reassigned within 12 months of the beginning date of the initial assignment to fill a vacancy in a higher position must serve in such capacity for more than three (3) consecutive days of work prior to receiving the salary provided in 7.22 above.

7.24 Salary Upon Disciplinary Reduction In Pay

No disciplinary reduction in salary step(s) shall exceed five percent (5%) over a time period of one thousand and forty hours (1,040) and shall not result in a step placement less than the minimum for the Class.

7.25 Hourly Cash Allowance

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

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

## **ARTICLE 8 - SPECIAL COMPENSATION BENEFITS**

8.1 Special Compensation Premium Pays

Premium pays provided in this Memorandum will not be added to an employee's base hourly rate for computing overtime or any other differential, premium pay, or

any other specialty pay unless specifically provided for in this Memorandum or as required by law.

8.2 Specialist Premiums

The County will provide specialist premium compensation to employees whom the Department Head assigns to a specialized unit of duty from among those assignments listed below. The specialist premium compensation shall be in lieu of any other payment for hazard pay and for any other payment for any and all hours of overtime worked while attending or participating in mandatory training in such specialty, except as otherwise required by law. Employees assigned to a specialist assignment will receive the specific premium identified for that assignment as an addition to the employee's base hourly rate, according to the levels listed below. An employee in a unit who is assigned to more than one specialty assignment shall receive the combination of the different premium pays up to and including a total of 10.0% above the base hourly rate.

The alternate helicopter observer premium will be paid only when alternate is assigned to observe.

The premium pay compensates Detectives, Helicopter Observers, Alternate Helicopter Observers, and Resident Deputies for any on-call responsibilities associated with this specialist assignment.

Specialist premium pay shall be compensated according to the levels shown below:

<u>SPECIALTY PREMIUM PAY ASSIGNMENTS</u>	<u>AMOUNT</u>	<u>MAXIMUM SPECIALTY ASSIGNMENTS</u>
<u>LEVEL I - ALL HOURS IN PAY STATUS</u>		
BOMB DISPOSAL	5.0%	4
SWAT	5.0%	14
HOSTAGE NEGOTIATOR	5.0%	5
COURT TRAINING OFFICER	2.5%	2
CONTRACT CITY TRAFFIC OFFICER	5.0%	
<u>LEVEL II - ALL HOURS WORKED (includes regular hours worked and overtime)</u>		
DIVE TEAM	2.5%	9

DOG HANDLER SUPERVISOR	2.5%	1
FIELD TRAINING OFFICER	5.0%	16
HELICOPTER OBSERVER	7.5%	2
ALTERNATE HELICOPTER OBSERVER	7.5%	
MOUNTED UNIT	2.5%	

LEVEL III - JOB CLASS RELATED SPECIALTY ASSIGNMENTS \*

RESIDENT DEPUTY	10.0%	4
DETECTIVE	7.5%	29
I. A. INVESTIGATOR	5.0%	
PERSONNEL/BACKGROUND INVESTIGATOR	5.0%	2

\* Resident Deputy, Detective, I.A. Investigator and Personnel/Background Investigator are non-civil service job classes.

8.3 Specialty Assignment Trial Period

An employee assigned to a specialty assignment covered by Article 8.2 shall serve an initial 6 consecutive months trial period in the specialty assignment effective from the date the employee was put in the assignment during which he or she may be removed from the assignment in the department head's sole discretion. If the Sheriff reassigns an employee from a Resident Deputy specialty assignment during the trial period, the employee shall continue receiving the Resident Deputy premium pay for 60 calendar days from the date of reassignment. Reassignment of an employee from a specialty assignment prior to the end of the sixth month of such assignment does not require a statement of cause or showing of cause under the rules of the Civil Service Commission.

8.4 Specialty Assignment Guarantee Period

a. Once an employee in a specialty assignment has served the 6-months trial period, the employee shall be entitled to a guarantee period which shall last for an additional 30 months or an additional 42 months in the case of a Resident Deputy assignment. The department head may remove the employee involuntarily from the specialty assignment during the guarantee period for cause as stated in Rule 10 of the Civil Service Rules, or for reasons under Rule 11 of those rules relating to position allocation reductions. In the event an employee voluntarily transfers from a specialty assignment, any entitlement to a guarantee period is forfeited.

When the department requires staff beyond the number of assignments listed in article 8.2, due to situational conditions, employees temporarily assigned in a specialty classification shall not be covered by the guarantee provisions of this article. During such temporary assignments the employee will be compensated at the premium rate listed in 8.2.

- b. Temporary Field Training Officer (FTO) - Upon selection, completion of required training and assignment of a trainee(s), a temporary FTO is guaranteed six (6) months of premium pay, as listed in 8.2. Reassignment is at the Department's discretion and will be for three (3) month periods. Temporary FTOs are expected to maintain the same standards as permanent FTOs.

When a temporary FTO is needed, an eligible employee not currently receiving the premium pay may be utilized for sick, vacation or other temporary relief, for no more than 2 full work shifts in a pay period and will receive the FTO premium for the full pay period. If such employee is assigned for more than 2 full shifts in a pay period, he/she is guaranteed 3 months premium pay.

Upon initial implementation of this provision, all temporary FTOs already assigned will receive a 6 month assignment guarantee.

#### 8.5 Specialty Assignment Continuation

The department head may retain an employee in a specialty assignment beyond the guarantee period and may reassign the employee from the specialty assignment after the guarantee period at his/her sole discretion. Reassignment of an employee beyond the guarantee period does not require a statement of cause or showing of cause under the rules of the Civil Service Commission.

#### 8.6 Public Safety Officers Procedural Bill of Rights Act

The Association and the County intend by this article to establish a procedure during the term of this Memorandum that provides the rights and protection of the Public Safety Officers Procedural Bill of Rights Act to represented employees in specialty assignments by limiting the definition of punitive action under that Act to the reassignment of an employee from a specialty assignment only during the guarantee period. Nothing in this section shall be construed to impose an obligation on the parties beyond that which is required under state law.

#### 8.7 Joint Recommendation to Civil Service Commission

The County would oppose during the term of this Memorandum a change in Civil Service Commission Rules that would eliminate such an appeal regarding an employee's removal from a specialty assignment during the guarantee period as provided in Article 8.4. The Association, on its own behalf and on behalf of the employees covered under this Memorandum, will oppose the application of any existing Civil Service Commission Rule to permit an employee to appeal to the Commission his or her removal from a specialty assignment during a time other than the guarantee period in Article 8.4. The Civil Service Commission agreed March 7, 1990 to continue to serve as an appeals body for an employee who appeals removal from a specialty assignment under the provision of Article 8.4, Specialty Assignment Guarantee Period, above, by extending the effective date of CSC Rule 8.7 (D) until after August 13, 2007.

The parties shall request the Civil Service Commission to modify Rule 8.7 (D) by replacing the last paragraph thereof with:

"The Foregoing limited transfer appeal procedures shall not apply to employees covered by the MOU between the County and DSA (law enforcement, supervisory and non-supervisory bargaining units) during the guarantee period for specialty assignments specified in Article 8.4 of this MOU."

If the Commission declines, the parties shall request the Commission to defer the effective date of Rule 8.7 (D), for employees during their guarantee period in a specialty assignment, until August 14, 2007. The parties shall also oppose elimination of the existing appeal procedure and standards applicable to removal of employees for cause from specialty assignments during their guarantee periods.

#### 8.8 POST Premiums

Except Deputy Sheriff I, each employee who has been awarded a valid intermediate or advanced certificate issued by the California Commission on Peace Officer's Standards and Training (POST) shall be eligible for POST Premium compensation upon presentation of said certificate to the County. Each eligible employee who has been awarded a valid intermediate certificate shall receive 2.5% of base hourly rate thereafter, added to the employee's base hourly rate for all compensation purposes, including overtime. Each eligible employee who has been awarded a valid advanced certificate shall receive 5% of base hourly rate thereafter, added to the

employee's base hourly rate for all compensation purposes, including overtime. Effective August 11, 2009, each eligible employee who has been awarded a valid advanced certificate shall receive 5.42% of base hourly rate thereafter, added to the employee's base hourly rate for all compensation purposes, including overtime.

The payments set forth in this Article 8.8 shall become effective at the beginning of the first full pay period following date of eligibility or application for the specified POST premium, whichever date is later.

#### 8.9 Dog Handler

The parties estimate that the time canine officers spend in all aspects of the care, feeding, exercise, transport to/from work, and maintenance of their canines on a biweekly basis is 7 hours. The parties further agree that any time spent in excess of such time is not reasonably necessary and is unauthorized. The parties stipulate that the pay rate for the performance of such work shall be \$9.67 per hour. Accordingly, the full compensation due officers for the performance of their canine responsibilities, on a bi-weekly basis is \$101.54. (Monthly equivalent \$220.00.) Effective August 11, 2009, the pay rate shall be \$11.12 per hour; accordingly, the full compensation due officers for the performance of their canine responsibilities, on a bi-weekly basis is \$116.77 (monthly equivalent \$253.00).

Article 8.3 through 8.7 shall apply to those officers paid under this section.

#### 8.10 Mounted Unit

With the approval of the Sheriff, up to seven (7) Deputies may volunteer to participate in the Mounted Unit. As a condition of participation in the Mounted Unit, each member will furnish their horse and equipment. The horse and equipment, provided by the deputy, must meet the approval of the Department. Deputies assigned to the Mounted Unit will be paid a two and one half percent (2.5%) premium for all hours worked. This premium will also compensate the deputy for providing the approved horse and equipment as well as all expenses to maintain the horse in approved condition. The two and one-half percent (2.5%) does not include reimbursements for mileage costs

Deputies voluntarily participating in this program will be required to sign a waiver providing that the County of Sonoma is not responsible for any injury or loss of the horse and equipment and requiring the deputy to waive his/her rights to seek any claim against the County or it's officers, agents or employees for such injury or loss.

If the horse is injured or killed “in the line of duty” including training events, the Sheriff retains the discretion to reimburse the employee for such costs up to \$5,000 per year/per occurrence. The deputy will have no recourse to seek review of such discretion under any MOU or other grievance procedure, including, but not limited to, proceedings by the Public Employee Relations Board.

## **ARTICLE 9 - BILINGUAL PAY**

When a department head designates a position within the bargaining unit which requires bilingual skills on the average of at least 10 percent of the employee's work time, such a designated employee shall first demonstrate a language proficiency of job-related terminology acceptable to the department head and the Human Resources Director. Thereafter, the employee shall be entitled to the payment of 90 cents per hour for Fluent (proficient in reading, writing and speaking) or Basic (conversational proficiency); or 45 cents per hour for Sheriff's Basic (elementary speaking level only), for all hours actually worked. Use of bilingual skills shall include time spent translating, answering phone calls, performing research, speaking with or writing to clients in a language other than English.

## **ARTICLE 10 – UNIFORMS AND EQUIPMENT**

### **10.1 Uniforms**

Each employee covered by this Memorandum of Understanding shall be assigned a full complement of uniforms that meet the specifications prescribed by the County. Each employee who is required by the department head to perform an assignment in which the employee is required to be in uniform shall wear the uniform that conforms to the specifications required by the County. Employees assigned to duties requiring the wearing of a uniform shall be entitled to the replacement of worn out or damaged uniform items as long as they continue to be assigned to such duties provided that such damage occurred through no fault of the employee. Employees who are not assigned to duties that require the wearing of a uniform shall be responsible for the maintenance of a serviceable dress uniform that meets County specifications.

### **10.2 Equipment**

While required safety equipment will be provided by the Sheriff's Department, additional work-related apparel, equipment and upgrades are provided by the employee. The employee shall receive an equipment allowance of \$500, to be paid during the month of July.

## **ARTICLE 11 - MILEAGE REIMBURSEMENT**

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

## **ARTICLE 12 - DEFERRED COMPENSATION AND RETIREMENT**

### **12.1 Deferred Compensation and Retirement**

The County agrees to provide the employees covered by this Memorandum of Understanding the opportunity to participate in the County's Deferred Compensation Plan. Participation shall be on the same basis and in the same manner as other non-management employees are presently authorized to participate. Nothing herein renders County liable to Association or any employee for the discontinuance of Internal Revenue Service or Franchise Tax Board approval of any County Deferred Compensation Plan or portion thereof.

### **12.2 414(h)(2)-Tax Deferred Retirement Contribution**

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

### **12.3 Employer Pick-up of Employee's Statutory Retirement Contribution**

Effective August 14, 2007 the County will pay an additional zero point six percent (0.6%) of any retirement deductions which are required to be made from compensation under the 1937 Act on behalf of each employee for a total of two point six percent (2.6%) on behalf of each employee. The County shall be exempt from this contribution once the employee is exempt from this statutory contribution.

### **12.4 Enhanced Safety Retirement Program**

Effective July 1, 2003, the 3% at 55 enhanced retirement program will be available to all represented employees who are contributing safety members of the Sonoma County Employees' Retirement Association (SCERA), with the understanding that the County will work with all other organizations representing safety member employees to implement this option prospectively on the same date. Both parties understand that retirement benefit enhancements shall be implemented for all safety

members on the same date. Effective February 1, 2006, the 3% at 50 enhanced retirement program will be available to all represented employees who are contributing safety members of SCERA with the understanding that the County will work with all other organizations representing safety member employees to implement this option prospectively on the same date.

Effective the first pay period in July 2003, employees who are safety members of SCERA will begin contributing an additional one percent (1%) of any compensation from which retirement deductions are required to be made under the 1937 Act to their employee retirement account. Effective the first pay period in February, 2004 employees who are safety members of SCERA will contribute an additional one percent (1%) of any compensation from which retirement deductions are required to be made, for a total contribution of two percent (2%) to their employee retirement account. Effective the first pay period in February, 2005 employees who are safety members of SCERA will contribute an additional one percent (1%) of any compensation from which retirement deductions are required to be made, for a total of three percent (3%) to their employee retirement account. The additional contributions shall be deducted from the employees' compensation pretax and they shall become part of the accumulated retirement contributions of the employees. This contribution to defray the cost of the unfunded accrued actuarial liability for any past service due to the enhanced retirement programs will continue unless modified by mutual agreement of the County and the DSA. The amortization period for funding the unfunded accrued actuarial liability for any past service due to the enhanced retirement programs described above has been established by SCERA to be twenty (20) years. The County and the DSLEM agree it is their mutual intent that the aforementioned employee contributions described in this article shall cease no later than the end of the twenty (20) year amortization period which began July 2003.

### **ARTICLE 13 - DIRECT DEPOSIT**

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

## ARTICLE 14 - HOURS AND OVERTIME

### 14.1 Application

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

### 14.2 Types of Employment

**FULL TIME:** An allocated position which is regularly scheduled for 80 hours of work in a bi-weekly pay period or other regular full-time schedule permitted under the 7k exemption of the Federal Fair Labor Standards Act (FLSA).

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

**EXTRA HELP:** a non-allocated assignment of duties which is defined in the Civil Service Rules.

### 14.3 Work Schedules

The County reserves the right to establish and modify work schedules consistent with this Memorandum. However, the County recognizes its obligation to meet and confer on the impact of its decision to modify work schedules prior to the implementation of any proposed change.

### 14.4 Flex-Time Schedule

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

### 14.5 Posting of Work Schedules

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

#### 14.6 Work Schedule Change

The County reserves the right to establish and modify individual work schedules. Except in cases where emergency operations require less notice, a notice of change in an individual's work schedule arising from other than transfer or promotion shall be given to the affected employee not less than seven (7) calendar days prior to the effective date of the schedule change. Failure to give the seven (7) day notice to a full-time employee shall entitle the affected employee to overtime compensation for all hours actually worked on the new schedule until seven (7) calendar days notice is given. If any full-time employee has been given seven (7) calendar days advance notice of a shift change and the shift change results in the employee doubling back to work the new shift after leaving the work site, all hours worked on the new shift within the employee's same work day as the former shift will be paid at the employee's base rate, not at overtime, except as otherwise required by law. Part-time employees shall not be paid overtime for changes in schedule unless it results in an employee working over a normal work shift (8 or 10 or more hours) in a regular work day or over 80 hours in a pay period. The term "emergency operations" shall be construed to mean the performance of County functions or services necessary, in the opinion of the County, to protect or preserve the lives, safety, health, or property of the County or the public it serves, but "emergency operations" shall not be construed to mean situations where the County knew in advance of non-emergency situations and could have reasonably planned for any work schedule change necessary to adequately cope with the situation.

#### 14.7 Statutory Overtime for the Non-Exempt Employee

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

##### Statutory Overtime – City of Sonoma (28 Day Work Period)

Statutory overtime for the sworn, non-exempt employee assigned to the City of Sonoma and on a 28-day work period is defined as all hours worked in excess of 171 hours in the 28-day work period. The 28-day work period spans from 12:00 a.m. Tuesday morning thru 11:59 p.m. Monday at the end of the 28<sup>th</sup> day.

#### 14.8 Non-Statutory Overtime

For the sworn, non-exempt employee, non-statutory overtime is defined as hours actually worked in excess of 80 pay status hours in a regular 14-day work period.

Example: Employee works 70 hours on normal schedule, is on paid sick leave for 10 hours and works an additional 10 hours outside normal work shift. The additional 10-hour shift is paid at overtime.

Non-statutory overtime for all employees is also defined as hours actually worked in excess of hours in pay status on the employee's normal full-time daily work shift established by the department head or any other circumstance except Article 14.6 where overtime pay is provided in this Memorandum.

Example 1: Employee assigned to 10-hour shifts works 12 hours. Overtime is paid for 2 hours.

Example 2: Employee is on Leave Without Pay for 40 hours of work period; then, actually works 40 hours on normal work shift and 7 hours not on normal daily work shift. The 47 hours worked are all paid at straight time.

#### Non-Statutory Overtime – City of Sonoma (28 Day Work Period)

Non-statutory overtime for the sworn, non-exempt employee assigned to the City of Sonoma and on a 28 day work period, non-statutory overtime is defined as hours actually worked in excess of 160 pay status hours in a regular 28 day work period. The 28-day work period spans from 12:00 a.m. Tuesday morning thru 11:59 p.m. Monday at the end of the 28<sup>th</sup> day.

Non-statutory overtime for all employees is also defined as hours actually worked in excess of hours in pay status on the employee's normal full-time daily work shift established by the department head or any other circumstance except Article 14.6 where overtime pay is provided in this Memorandum.

Example 1: Employee assigned to 10-hour shifts works 12 hours. Overtime is paid for 2 hours.

Example 2: Employee is on Leave Without Pay for 40 hours of work period; then, actually works 40 hours on normal shift and 7 hours not on normal daily work shift. The 47 hours worked are all paid at straight time.

#### 14.9 Assignment of Overtime

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

#### 14.10 Overtime Earned

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

#### 14.11 Overtime Compensation

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

b. Notwithstanding the language in 14.11.a. above, the Department Head may require overtime worked to relieve compensatory time off to be paid in cash.

#### 14.12 Approval for Compensatory Time Off

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

#### 14.13 Requests for Compensatory Time Payments

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

14.14 Compensatory Time Payment at Separation

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

14.15 Half-time Pay Provision

If overtime compensation causes an employee's total regular hours in a pay period to be less than the employee's ongoing schedule then the overtime hours shall be compensated at straight time and the employee shall receive half-time compensation at the base hourly rate in cash or in compensatory time off, in accordance with 14.11.

14.16 Overtime Not Cumulative

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

14.17 Non-Applicability of FLSA

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

**ARTICLE 15 - STANDBY AND CALLBACK**

15.1 Definition of Standby

Standby duty requires that an employee designated by the Department Head to be so assigned during off-duty hours, be ready to respond as soon as possible, be reachable by telephone or pager, be able to report to court within a specified period of time, and refrain from activities which might impair the employee's ability to perform assigned duties. Each such employee who is assigned to standby shall be paid five percent (5%) of the employees base hourly rate for each hour that the employee stands by on call.

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

## 15.2 Callback

Employees who are called back to work after having completed the normal shift and after having left the work site, shall be entitled to receive a minimum of two hours pay at the applicable rate for all callbacks received within that two hours call-back period. Such employees who are called back to work shall be compensated for regular time or overtime, as the case may be.

Time worked, for which the employee is entitled to compensation, shall include reasonable travel time to and from the employee's residence via the shortest commonly traveled route. No employee shall continue to receive standby pay once called back to work or while receiving call back pay for hours worked, or while guaranteed minimum is paid. For purposes of computing statutory overtime, only time actually worked and travel time shall be considered.

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

## 15.3 Court Callback

Employees who are required to appear in court in response to a valid subpoena in their off-duty time shall receive a minimum of four (4) hours of overtime. Any payment for overtime shall be in accordance with the provisions of Article 14. 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.

# **ARTICLE 16 - SHIFT DIFFERENTIAL PREMIUM**

## 16.1 Shift Premium Compensation

Deputy Sheriffs/Sergeants who work 50% or more of assigned patrol duties between the hours of 2 pm(1400 hours) and 6 am (0600 hours) will receive an additional 5% per hour above the employee's base hourly rate for each hour actually worked after 2 pm, up to the end of the assigned shift. Detectives in the Coroner and C.S.I. Units and Transportation Deputies who normally work during those hours are also eligible for 5% shift premium pay, as stated above.

Example: Patrol shift from 11 am to 9 pm - shift premium would apply to all hours worked after 2 pm.

16.2 Day Shift Holdover

If such employees are held over for more than three (3) hours after the end of regularly assigned day shift and hold over is between 4 pm and 6 am, the 5% shift premium will be paid for all hours worked on hold over. If held over for three hours or less, shift premium will not apply.

16.3 Swing/Night Shifts

Employees regularly assigned to swing and night shifts will continue to receive shift differential for any hours worked beyond assigned shift.

16.4 Resident Deputies & Detectives

Resident Deputies and Detectives filling a patrol shift outside their regular Resident Deputy or Detective assignment between 2 pm and 6 am will receive the 5% shift premium. Resident Deputies and Detectives called out during these hours (1400 - 0600) are not eligible to receive the 5% shift premium.

## **ARTICLE 17 - MEALS AND REST PERIODS**

17.1 Rest Periods

The department head may grant rest periods to employees of his/her department. Such rest periods shall not exceed fifteen (15) minutes in any four (4) consecutive hours of work and shall be considered as time worked.

17.2 Lunch Periods

Department heads may grant a lunch period during each daily work shift. The duration of the lunch period may be not less than thirty (30) minutes nor greater than one hour. Different lunch periods may be assigned to different work units in the same County department or division. Lunch periods may be considered as time worked at the discretion of the department head.

17.3 Meals

Employees may, at the direction of the department head, receive meals at County expense while on duty in any of the detention facilities. A department head may arrange for meals to be provided at County expense to employees who are required to be kept on duty for prolonged periods of time or for emergency situations. The cost of meals shall not be added to the employee's base hourly rate for the purposes of computing the employee's regular rate of pay.

#### 17.4 Lodging

An employee in the class of Deputy Sheriff II who is assigned as a Resident Deputy Sheriff may be required to live in County provided housing. No rent is charged, but the Resident Deputy tenant will be charged an individual maintenance cost. The reasonable cost of housing shall not be added to the employee's base hourly rate in computing the employee's regular rate of pay. Resident Deputies, not provided with County housing, shall receive one thousand fifty dollars (\$1,050.00) per month housing allowance. The reasonable cost of housing shall not be added to the employee's base hourly rate in computing the employee's regular rate of pay.

### **ARTICLE 18 - HEALTH & WELFARE BENEFITS FOR ACTIVE EMPLOYEES**

#### 18.1 Active Employee Health Plans

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

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

An eligible employee is:

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

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

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

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

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

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

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

For individuals covered under this MOU, there are two PPO plans: the County Health Value Plus Plan #2 (CHVPP) and the County Health Value Plan #3 (CHVP). The benefit provisions are outlined in the County Health Plan Summary Plan Description.

**18.2.2 County Offered Health Maintenance Organization (HMO) Medical Plans**

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

<b>Benefit Type</b>	<b>Co-pay</b>
Kaiser Office Visit	\$10
Kaiser Prescription Drug	\$5 generic/ \$10 formulary brand name
PacifiCare Office Visit	\$10
PacifiCare Prescription Drug	\$5 generic/ \$15 formulary brand name/ \$30 non-formulary brand name

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

**18.2.3 County Contribution Toward Active Employee Medical Benefits**

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

- A. The County shall contribute a set dollar amount equal to eighty-five percent (85%) of the total premium of the lowest cost medical plan offered for each level of coverage (employee only, employee plus one (1) dependent, and employee plus two (2) or more dependents), regardless of the medical plan selected;
  - 1. Employees may elect to enroll in any County offered medical plan and shall pay for all costs in excess of the County contribution dollar amount specified in Article 18.2.3(A), above, however;
  - 2. Any County contribution dollar amount for a higher cost medical plan that exceeds the contribution amount specified in Article 18.2.3(A), shall be frozen at the fiscal year 2007/2008 County contribution dollar amount, until such time as the amount in Article 18.2.3(A), meets or exceeds that frozen contribution dollar amount.
- B. Effective June 1, 2009, the County contribution toward employee medical benefits described in Article 18.2.3(A) shall be discontinued.

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

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

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

#### 18.2.4 Dental Benefits

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

The employee contribution(s) will be:

Effective December 16, 2008: Employee Contribution: \$12 per pay period

Effective August 11, 2009: Employee Contribution: \$13 per pay period

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

#### 18.2.5 Vision Benefits

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

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

#### 18.2.6 VDT (Video Display Terminal) Optical Benefits

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

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

#### 18.2.7 Life Insurance

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

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

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

#### 18.2.8 Part-Time Employee – Health Plans

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

#### 18.3 Employee Assistance Program

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

#### 18.4 Long-Term Disability (LTD)

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

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

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

The Union will provide to the Human Resources Department a monthly list of

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

#### 18.4.1 Claims Disputes over LTD

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

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

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

#### 18.5 Workers' Compensation Claims Disputes

Any dispute by an employee over a claim processed through workers' compensation shall be resolved solely through the appropriate appeal procedures of that system and may not be the subject of a grievance through this 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 40 hours or less.
- Once the sick leave balance is 40 hours or less, the employee may elect to supplement by taking any combination of the remaining sick leave, vacation, and/or compensatory time off up to his/her base salary.

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

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

#### 18.6 Medical /Pregnancy Disability Leave

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

An employee who returns to work from medical or pregnancy disability leave without pay prior to the exhaustion of the thirteen (13) pay periods of entitlement under this Article shall not have the thirteen (13) pay period entitlement reduced for any pay period in which the employee is in pay status for at least fifty percent (50%) of the employee's allocated full time equivalent as specified in this Article 18.6 (Medical or Pregnancy Disability Leave). If the employee returns to medical or pregnancy leave without pay for the same condition, the thirteen (13) pay period time frame will continue where it left off and will be reduced only for those pay periods when the employee's pay status hours fall below fifty percent (50%) of the allocated full-time equivalent.

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

The employee's eighteen (18) month entitlement under COBRA law shall begin when FMLA/CFRA/CPDL has been exhausted and the employee goes on an unpaid leave, which is less than fifty percent (50%) of the employee's allocated hours. When an employee returns to work and has at least fifty percent (50%) of

the employee's allocated full time equivalent in pay status in any pay period and subsequently goes out on Medical or Pregnancy Disability Leave, the eighteen (18) month COBRA time period starts over again. A new eighteen (18) month COBRA period begins again from the pay period in which the employee has a reduction of hours below fifty percent (50%) of the employee's allocated full time equivalent, as this would constitute a new qualifying event under COBRA.

#### 18.6.1 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 50% of the employee's allocated full-time equivalent position in a pay period, the County will cease to pay its normal benefit contributions. The employee must pay the total health plan premium(s), 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 50% of the employee's regular schedule in a pay period, the County will continue to pay its normal benefit contributions.

#### 18.6.2 Continuation of Health Benefits Coverage

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

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

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

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

#### 18.6.3 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 Article 18.2.8. For pay periods with no pay status hours, pro-ration shall be based on the employee's FTE. Part-time employees shall be entitled to participate in long-term disability as specified in Article 18.4 (Long-Term Disability).

#### 18.6.4 COBRA

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

#### 18.7 Salary Enhancement Plans

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

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

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

The County shall continue to offer under IRS Code Section 105, a Health Care Reimbursement Account to enable eligible employees to set aside pre-tax dollars for reimbursement of employee's medical expenses not reimbursed or covered under medical, dental and vision insurance plans. Such expenses include deductible, co-pays, and qualified medical expenses not reimbursed by the employee's health insurance plan and shall be expanded to the maximum amount

stipulated in the Plan and consistent with the law. The County will continue the Child and Dependent Care Assistance Plan under IRS Code Section 129 subject to the limitations and maximums as stipulated under law.

All of these plans will be administered by the County in accordance with applicable Federal and State laws as amended and, as such, are not subject to Article 30 (Grievance Procedure) of the Memorandum.

#### 18.8 Plan Documents and Other Controlling Documents

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

#### 18.9 Long-Term Care – Payroll Deduction

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

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

#### 18.10 Voluntary Retiree Medical Program

The parties agree that the County may exercise a re-opener during the term of this agreement to meet and confer on the development of creating 1) a choice of retiree medical benefit plans for all eligible employees, whereas they may elect to participate in the new tier defined contribution plan, and 2) a voluntary employee paid retiree medical savings vehicle (e.g., VEBA).

## ARTICLE 19 - MEDICAL BENEFITS FOR FUTURE RETIREES

### 19.1 Retiree Medical Coverage

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

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

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

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

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

#### A. Eligibility

- 1. Regular employees hired before July 1, 1990 are eligible to receive a County contribution toward the cost of a County offered medical plan for the eligible retiree and their eligible dependent(s), if they:
  - a. Have been continuously employed since June 30, 1990 without a break in service before retirement, and
  - b. Have been a contributing member (or a contribution was made on their behalf) of the Sonoma County Employees' Retirement Association (SCERA) since June 30, 1990, and
  - c. Retire directly from Sonoma County.

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

B. County Contribution

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

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

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

A. Eligibility

1. 10 or More Years of Service. Regular employees hired or rehired after July 1, 1990 but before January 1, 2009, are eligible to receive a County contribution toward the cost of a County offered medical plan for the eligible retiree only, if they:
  - a. Have been employed by the County for a period of at least ten (10) years (consecutive or non-consecutive), which may include service with the County prior to July 1, 1990, and
  - b. Have been a contributing member (or a contribution was made on their behalf) of the Sonoma County Employees' Retirement Association (SCERA) for the same length of time, and
  - c. Retire directly from County Service.
2. 20 or More Years of Service. Regular employees hired or rehired after July 1, 1990 but before January 1, 2009, are eligible to receive a County contribution toward the cost of a County offered medical plan for the eligible retiree plus one eligible dependent, if they:

- a. Have been employed by the County for a period of at least twenty (20) years (consecutive or non-consecutive), which may include service with the County prior to July 1, 1990, and
  - b. Have been a contributing member (or a contribution was made on their behalf) of the Sonoma County Employees' Retirement Association (SCERA) for the same length of time, and
  - c. Retire directly from County Service.
3. County Service-Connected Disability Retirement. Regular employees hired or rehired after July 1, 1990 but before January 1, 2009 who have less than ten (10) years of service are eligible to receive a County contribution toward the cost of a County offered medical plan for the eligible retiree only, if they:
- a. Have been a contributing member (or a contribution was made on their behalf) of the Sonoma County Employees' Retirement Association (SCERA) for the period of time they have been employed by the County;
  - b. Have incurred an occupational injury and are granted a service-connected disability retirement from SCERA for that injury; and
  - c. Have received a Permanent Disability Rating equal to or greater than 50% as approved by the California Workers' Compensation Appeals Board and the Sonoma County Board of Supervisors.

B. County Contribution

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

C. Additional Dependents

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

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

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

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

1. Completed at least 10 years of consecutive regular full-time paid County of Sonoma service employment. The equivalent worked or purchased regular part-time County service time can be counted toward the 10 years. However, any miscellaneous purchased service time such as extra help, contract, and leave of absence service time does not count toward this eligibility requirement, and
2. Have been a contributing member of the Sonoma County Employees' Retirement Association (SCERA) for the same time period, and
3. Retire directly from County service.
4. Current retirees receiving a County contribution for retiree medical based on eligibility at the time of their retirement who do not meet the 10 year requirement as listed above are grandfathered in at the eligibility at the time of their retirement.
5. County Service-Connected Disability Retirement. Regular employees hired or rehired after July 1, 1990 but before January 1, 2009 who have less than ten (10) years of service are eligible to receive a County contribution toward the cost of a County offered medical plan for the eligible retiree only, if they:
  - a. Have been a contributing member (or a contribution was made on their behalf) of the Sonoma County Employees' Retirement Association (SCERA) for the period of time they have been employed by the County;
  - b. Have incurred an occupational injury and are granted a service-connected disability retirement from SCERA for that injury; and
  - c. Have received a Permanent Disability Rating equal to or greater than 50% as approved by the California Workers' Compensation Appeals Board and the Sonoma County Board of Supervisors.

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 in no event shall the County

contribution fall below \$500 per 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.

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

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

A. Eligibility

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

B. County Contribution

1. Initial County Contribution:
  - a. On the first pay date following completion of the eligibility

requirements, regular full-time employees shall receive a lump sum contribution of \$2,400 deposited into an HRA account established in their name. Thereafter, contributions will be made each pay period based on pay status hours (no more than 80 hours biweekly), not including overtime, per 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 80 hours biweekly), not including overtime, for each eligible employee. For a full time employee, this equates to approximately \$100 per month or \$1,200 per year, after the initial eligibility period is met.

3. Access to Account Balance:

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

4. Survivors of eligible retirees with account balances:

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

5. Forfeiture of account balance:

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

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

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

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

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

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

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

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

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

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

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

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

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

Upon the death of a retiree enrolled in the Defined Contribution retiree medical benefit plan (as defined in Article 19.5), an eligible surviving dependent(s) may continue participation in the County offered medical plan but remains 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.

19.9 DSA Retiree Medical Trust

A. Establishment of the Trust

The Association shall establish, or join, a Retiree Medical Trust (DSA RMT or Trust) for past, current and future members of Bargaining Units 46 and 47 (DSA) and Bargaining Unit 43 (DSLEM) and their surviving dependents. The class of eligible DSA RMT participants shall be identified by the Association with the County's assistance, and the Trust shall be established according to trust documents approved by the Association, without any involvement of the County (beyond the funding obligations herein). The establishment of and participation in the Trust shall be the complete and sole responsibility of the Association. The County shall not have any involvement in its design, its administration or in the benefits paid, nor shall the County have any responsibility for any actions of the Trust or its trustees or of the Association with respect to the Trust. The Association shall ensure that the Trust applies for and secures tax exempt status, including an IRS determination letter, pursuant to Internal Revenue Code provision 501(c)(9) and all other applicable laws and regulations; and the Association shall procure an appropriate Private Letter Ruling(s) (PLR) authorizing the funding of the trust on a tax-favored basis (i.e., that the salary and sick/vacation leave contributions will be made to the Trust on a pre-tax basis) prior to its establishment.

#### B. Funding of the Trust

On August 11, 2009, the County shall make a one-time contribution of three hundred eighty eight thousand dollars (\$388,000.00) on behalf of both current bargaining unit retirees previously employed by the County as peace officers pursuant to California Penal Code section 830.1, and active regular bargaining unit members in Bargaining Units 46 and 47 (DSA) and Bargaining Unit 43 (DSLEM), to the DSA RMT. If the IRS determination letter has not been issued on or before August 11, 2009, the contribution shall be placed in a County holding account entitled for future DSA RMT contributions (which account shall hold these assets as general assets of the County), established in the Auditor-Controller-Treasurer-Tax Collector's office, and interest will be credited to the account at the rate earned by that office on its investment pool. Upon receipt of the IRS determination letter, the County shall transfer the contribution amount, plus interest earned, if any, to the DSA RMT. In the event the Association has not established the Trust and received an IRS determination letter by August 9, 2010, unless otherwise agreed to by the parties, the County holding account will be closed, and no contribution will be made to the Trust.

On September 2, 2009, September 16, 2009 and September 30, 2009, the County shall provide one-time-only installment contributions of ninety two thousand four hundred fifty six dollars (\$92,456.00) each into the DSA RMT, for a total additional contribution of two hundred seventy seven thousand three hundred sixty eight

dollars (\$277,368.00). This additional total contribution will be funded by the delay (at the Association's request) of the general salary increase and equity adjustments that would otherwise be received by these bargaining units as agreed to in Article 7.1 for three pay periods, from August 11, 2009 to September 21, 2009. If the IRS determination letter has not been issued on or before the installment contribution dates, these additional contributions also shall be placed in the DSA RMT holding account as described above and shall be treated in the same manner. In the event the Association has not established the Trust and the IRS determination letter has not been issued by August 9, 2010, unless otherwise agreed to by the parties, the County holding account will be closed, and no contribution will be made to the Trust. Upon closure of the holding account, bargaining unit members employed by the County between August 11, 2009 and September 21, 2009 shall receive a lump sum payment equivalent to the three (3) pay periods' deferral of the general salary increase and equity adjustments they would have received from August 11, 2009 to September 21, 2009.

#### 19.9.1 Contributions to the DSA Trust

##### A. County contribution

Effective the pay period starting on August 11, 2009, for each regular filled DSA position in paid status, the County shall contribute \$10 each pay period to the DSA RMT, through the August 9, 2010 expiration of the MOU and absent a successor MOU continuing such contribution. If the Association has not received the IRS determination letter and PLR on or before August 11, 2009, the per-pay-period contributions shall be placed in a DSA RMT holding account established in the Auditor-Controller-Treasurer-Tax Collector's office and treated in the same manner as described in Article 19.9.B. Upon receipt of the IRS determination letter and PLR, the County shall transfer the contribution amount, plus interest earned, if any, to the DSA RMT. In the event the Association has not established the Trust and received an IRS determination letter and PLR by August 9, 2010, the County holding account will be closed, and no contribution will be made to the Trust.

##### B. Employee contribution

Effective the pay period after notice of the establishment of the Trust and the receipt of the PLR on employee contributions, or the pay period starting September 22, 2009, whichever is later, each regular employee in paid status filling a classification in Bargaining Units 46 and 47 shall have a mandatory pre-tax reduction of \$59.23 per pay period taken from their regular earnings and paid into the DSA RMT. In the event that an employee does not have sufficient earnings to pay the pre-tax reduction in any given pay period, the employee contribution will be made only up to the amount of his or her earnings.

This Article 19.9.1.B is not grievable under the MOU.

19.9.2 Leave accruals paid out at separation

Effective upon receipt of a PLR regarding the transfers of sick leave and vacation leave into the Trust and an opinion letter (if available) by the State of California Division of Labor Standards Enforcement regarding the payout of vacation (Opinion Letter), and no earlier than August 9, 2010, each regular employee filling a classification in Bargaining Units 46 and 47 shall have their existing payouts of accumulated sick leave and vacation owed to them at separation from employment go directly into individual accounts in the DSA RMT. The Association shall, in accordance with the PLR, determine what uniform percentage of accumulated sick leave and vacation termination payouts shall be allocated by all members of the bargaining units to be deposited into their individual accounts. This percentage shall be reflected in a side letter to this MOU executed no later than June 30, 2010.

19.9.3 For bargaining unit members hired on or after January 1, 2009, the County contributions to the employees' County HRA account described in Article 19.5, combined with the County contribution to the DSA RMT as described in 19.9.1, 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.

For bargaining unit members hired before January 1, 2009, the County contributions described in Articles 19.2, 19.3 and 19.4, combined with the County contributions to the DSA RMT as described in Article 19.9, constitute the County's entire obligation towards medical benefits upon retirement and the parties agree that no other retiree medical benefits exist.

19.9.4 The Association is solely responsible for obtaining any necessary IRS approvals, and for establishing and administering the DSA RMT, or joining another Retiree Medical Trust. The Association will indemnify, defend and hold harmless the County, its agents, officers, and employees, against any and all claims or legal proceedings regarding the Trust's establishment. If the Association establishes the Trust, then to the extent permitted by law and the IRS, the Trust will indemnify, defend and hold harmless the Association and the County, its agents, officers, and employees, against any and all claims or legal proceedings regarding the operation of the Trust. In the event that inclusion of such a provision compromises the ability of the Trust to secure the requisite tax exempt status, the indemnity, defense and hold harmless provision shall not be incorporated into the Trust

document. If the Association joins another Retiree Medical Trust, the Association shall make all reasonable efforts to procure indemnification language related to the operation of the Trust on behalf of the Association and the County.

- 19.9.5 In the event that any court, arbitrator, administrative agency, or other tribunal of competent jurisdiction determines that any of the contributions described in Article 19.9.1 are to be included in calculating the County's contribution toward retiree medical insurance for any retiree(s), then the contributions described in Article 19.9.1 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 Article 19.9.1.
- 19.9.6 In consideration for the benefits provided in Article 19.9, the Association on behalf of itself and its members/survivors 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 DSA/DSLEM MOUs. Unless compelled by operation of law, the Association 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.
- 19.9.7 The DSA RMT will require eligible bargaining unit retirees to sign an agreement as part of their participation in the Trust, which will include statements that (1) the participant waives any cause of action against the County or the Association regarding changes to retiree medical benefits from April 1, 2007 through the date of adoption by the BOS of the 2008-2010 DSA/DSLEM MOUs; and (2) the participant understands that the benefits identified in DSA Article 19.9.3 (DSLEM Article 6.9.3) constitute the County's entire obligation towards post-employment medical benefits and no other post-employment medical benefits exist.

## **ARTICLE 20 - HOLIDAYS**

### **20.1 Paid Holidays**

Paid holidays shall be authorized for regular full time and part-time employees. To be entitled to pay for such paid holidays, an employee must be in pay status on the employee's regularly scheduled workdays before and after the holiday.

### **20.2 Scheduled Holidays**

- (1) New Year's Day, January 1
- (2) Martin Luther King's Birthday, the third Monday in January
- (3) Lincoln's Birthday, February 12

- (4) The 3rd Monday in February
- (5) The last Monday in May
- (6) Independence Day, July 4th
- (7) Labor Day, the first Monday in September
- (8) Veteran's Day, November 11
- (9) Thanksgiving Day, as designated by the President
- (10) The day following Thanksgiving Day
- (11) Christmas Day, December 25
- (12) Each day formally recognized by the Board of Supervisors of the County of Sonoma as a day of mourning, thanksgiving or special observance.

### 20.3 Floating Holiday

In lieu of an additional holiday, each employee who is in pay status both the last working day of June and the first working day of July shall be granted eight (8) hours of compensatory time each fiscal year of the agreement. The floating holiday may be taken as time off on a day mutually agreeable to the employee and the employee's department head, or may be accumulated as provided by this Memorandum. Each part-time employee shall be entitled to a prorated number of hours as defined by Article 20.7 below.

### 20.4 Day Observed

If a scheduled holiday falls on a Saturday, the preceding Friday shall be the observed holiday. If a scheduled holiday falls on a Sunday, the following Monday shall be the observed holiday. All other scheduled holidays shall be observed on the date specified in Article 20.2.

### 20.5 Compensation for Holidays

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

### 20.6 Compensation for Holidays - Day Worked

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

20.7 Part-time Employees

Any part-time employee shall, for each holiday in the pay period, receive holiday pay equivalent to 1/10 of an hour for each hour regularly scheduled to be worked based on the employee's ongoing work schedule. If the employee's total hours in pay status (excluding the holiday benefit) exceed the hours regularly scheduled to be worked, the employee shall receive holiday pay equivalent to 1/10 of an hour for each hour in pay status (excluding the holiday benefit).

20.8 Holiday Pay Maximum

Holiday pay shall not exceed 8 hours for each holiday.

## **ARTICLE 21 - VACATION**

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 21.3.

21.2 Part-time Employees

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

21.3 Accrual

Non-Supervisory

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

<b>Years of Completed Full-Time Service</b>	<b>Inservice Hours of Completed Service</b>	<b>Rate for 80 Inservice Hours per Pay Period</b>	<b>Maximum Accumulated Hours</b>
0 through 2	0 to 4174.2	3.07	300
2 through 5	4174.3 to 10435.6	3.68	300
5 through 10	10435.7 to 20871.2	4.60	300
10 through 15	20871.3 to 31306.8	5.83	300
15 through 20	31306.9 to 41742.4	6.44	300
20 through 25	41742.5 to 52178.0	7.05	300
25 or greater	52178.1 or more	7.36	300

#### Supervisory Unit

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

<b>Years of Completed Full-Time Service</b>	<b>Inservice Hours of Completed Service</b>	<b>Rate for 80 Inservice Hours per Pay Period</b>	<b>Maximum Accumulated Hours</b>
0 through 2	0 to 4174.2	3.07	310
2 through 5	4174.3 to 10435.6	3.68	310
5 through 10	10435.7 to 20871.2	4.60	310
10 through 15	20871.3 to 31306.8	5.83	310
15 through 20	31306.9 to 41742.4	6.44	310
20 through 25	41742.5 to 52178.0	7.05	310
25 or greater	52178.1 or more	7.36	310

#### 21.4 Reappointment

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

Each employee who is laid off and who is re-appointed within two 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 lay-off.

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. 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 separation.

21.7 Vacation Buy Back

Each employee may request, and receive vacation buyback payment at their base hourly rate during any pay period. A maximum of eighty (80) hours may be purchased in a (twelve) 12 month period, and a minimum of (eighty) 80 hours must remain in the employee's accrued balance after purchase.

**ARTICLE 22 - SICK LEAVE AND 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 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 leave in which the female employee is incapacitated due to the imminent or actual birth of a child.
- d. When a child, stepchild, spouse or spouse's parent, or domestic partner, being a member of the employee's household or a person for whom the employee is entitled to a Federal Income Tax dependent exemption, or the employee's parent, is incapacitated by illness or injury and it is necessary for the employee to care for such child, stepchild, spouse, parent of the employee or spouse, or domestic partner.

(Parent for purposes of this section is defined as biological, foster, or adoptive parent, stepparent, a legal guardian or other person who stood in loco parentis to the employee when the employee was a child. A biological or legal relationship is not necessary for a person to have stood in loco parentis to the employee as a child.) Sick leave under this paragraph (d) shall not exceed 48 scheduled work 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.

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

### 22.4 Sick Leave Conversion

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

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

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

22.5 Sick Leave Payoff/Conversion at Retirement

a. Sick Leave Payoff

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

b. Sick Leave Conversion at Retirement

Each employee who separates from County service on retirement only shall have the option of converting one hundred percent (100%) of all unused sick leave remaining at the time of retirement to retirement service credit as provided by Government Code Section 31641.03. This benefit will be implemented by the Board of Supervisors through an amending ordinance to include eligible employees in the bargaining units represented in this Memorandum of Understanding under the provisions of Ordinance 3807.

The provisions of this section shall not be used in conjunction with Section 22.5.a. (Sick Leave Payoff) of this MOU.

22.6 Sick Leave Payoff at Disability Retirement

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

22.7 Family & Medical Leave

Each eligible employee is entitled to Family and Medical Leave as provided by the Family and Medical Leave Act (FMLA) and the California Family Rights Act (CFRA), as amended. The leaves under FMLA and CFRA run concurrently as provided by law. A full-time or part-time employee with more than twelve (12) months of County service and at least one thousand two hundred and fifty (1,250) hours actually worked during the previous twelve (12) month period. In some circumstances, an extra-help employee may be eligible for Family and Medical Leave.

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

The appointing authority may grant such Leave Without Pay which qualifies as FMLA/CFRA Leave in addition to the paid sick leave provided for in Article 22.2 upon submission of reasonable documentation. If the employee requests a paid or unpaid leave of absence for any reason which qualifies under CFRA/FMLA, the County shall designate that the requested leave of absence run concurrently with

the employee's CFRA/FMLA entitlement. Prior to going on Leave Without Pay, which qualifies under CFRA/FMLA, an employee may be required to use certain accrued paid leave time.

The County shall continue its contribution towards the health plan premium for up to twelve (12) workweeks of the leave. Nothing in this Section shall preclude the use of medical or pregnancy disability leave in Section 18.10 when the employee is medically incapacitated or disabled. If an employee does not qualify for continued benefits under this Section 22.7 or Section 18.10 and the employee wishes to continue benefit coverage, then Section 18.9 (County Contributions for Benefits During Unpaid Absence or Leave 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 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 (22.7) provided it is consistent with the applicable provisions of the Sonoma County Civil Service Rules, County leave policies, and other provisions of the memorandum.

## **ARTICLE 23 - COMPASSIONATE LEAVE**

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

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

#### **ARTICLE 24 - NON-DUTY COURT LEAVE**

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

#### **ARTICLE 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.

## **ARTICLE 28 - EMPLOYMENT IN MORE THAN ONE POSITION**

Except for working elections as provided by resolution of the Board of Supervisors, no person employed in a full-time position with the County of Sonoma may be employed by the County of Sonoma in any other full-time, part-time or extra-help position, nor shall any person be employed by the County in two or more part-time or extra-help positions which will, in combination, provide for more than 80 hours of regularly scheduled work in any one bi-weekly pay period.

## **ARTICLE 29 - STAFF DEVELOPMENT**

### **29.1 Staff Development**

The County and Association 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.

### **29.2 Staff Development Benefit Allowance Program**

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

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

An eligible employee may request reimbursement for eligible expenses, upon

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

29.2.1 Staff Development Benefit Allowance – Amounts

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

<b>Bargaining Unit</b>	<b>Full time</b>		<b>Part time</b>	
	<i>Allowance</i>	<i>Carryover</i>	<i>Allowance</i>	<i>Carryover</i>
Non-supervisory (0046)	\$400	\$150	\$200	\$100
Supervisory (0047)	\$540	\$250	\$270	\$100
Physical Fitness	\$350	\$0	\$175	\$0

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

A maximum of 50% of the annual Staff Development Benefit Allowance may be applied to the purchase of a laptop personal computer once every two years, in accordance with the County's Staff Development Benefit Allowance Program Administrative Manual. Taxability of this benefit allowance is strictly administered under the provisions of the Internal Revenue Code, as outlined in the County's Staff Development Benefit Allowance Program Administrative Manual.

29.3 In-Service Training

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 at training courses may be authorized by the department head. Decisions by department heads on requests 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; and the method of financing requested by the employee.

#### 29.3.1 Payment – In-Service Training

BY THE COUNTY: Expenditures for travel, meals, lodging, registration and other items included annually within the department budget.

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.

BY THE INDIVIDUAL EMPLOYEE: Occasionally, the departmental budget may not permit expenditures for certain in-service training to be paid by the County. The employee may feel that the training would be of benefit to the employee's professional development, and therefore, would be willing to pay the expenses in whole or in part from their Staff Development Reimbursement Allowance if the employee were permitted time off from work at full salary.

#### 29.4 Physical Fitness

The County and the Association agree to maintain the physical fitness program for all employees covered by this Memorandum. The County will make available \$350 per year for each eligible full-time employee and \$175 per year for each eligible part-time employee who participates in the program. Employee enrollment in the physical fitness program shall be voluntary for eligible employees.

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.

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

#### 29.5 Combined Use – Staff Development and Physical Fitness

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

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

#### 29.6 Non-Grievable

Article 29 of this MOU shall not be grievable or appealable under any County Policy, resolution, rule or contract provision.

### **ARTICLE 30 - GRIEVANCE PROCEDURE**

#### 30.1 Purpose

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

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

#### 30.2 Definitions

- a. A grievance is a claim by an employee, a group of employees, or the Association on behalf of an employee(s), concerning the interpretation, application or an alleged violation of an expressed provision of this Memorandum. All other complaints are specifically excluded from this procedure including but not limited to, complaints which arise from the following: all disciplinary actions; all matters concerning employment examinations; all other matters subject to the jurisdiction of the Civil Service Commission; performance review appraisals or denial of a merit increase, except as provided in Article 7.19; provisions of the Fair Labor Standards Act; and any provision of this Memorandum specifically identified as not grievable.

- b. Day shall mean regular County business days, Monday through Friday, 8 a.m. to 5 p.m.
- c. A "grievant" shall mean an employee, a group of employees or the Association who in good faith has an actual grievance with County over a grievable matter as defined in 30.2 above.

The Association may file a grievance without naming an individual employee in the grievance provided the grievance alleges a violation of a right or benefit granted the Association under Article 5 of this Memorandum.

30.3 Representation

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

The County agrees to abide by the provisions of the Government Code Section 3300 et seq the Public Safety Officer's Procedural Bill of Rights and all amendments that may be legislated during the term of this agreement.

30.4 Initiation Deadline

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

30.5 Time Limits

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

30.6 First Step

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

administrative personnel. Such discussions will be held whenever possible during the grievant's work hours.

30.7 Second Step Grievance

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

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

30.8 Second Step Response

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

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

30.9 Third Step Grievance

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

30.10 Third Step Response

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

30.11 Mediation

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

30.12 Arbitrable Grievances

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

30.13 Selection of Arbitrator

Following completion of the third step of the grievance procedure, if the grievance is subject to arbitration and remains unresolved, the Association on behalf of the grievant may request arbitration. The request for arbitration must be given to the County Counsel and the Employee Relations Manager in writing within 15 days of the receipt of the response from Step Three. An arbitrator may be selected by mutual agreement of the Association and County. However, should the parties fail to mutually agree on an arbitrator, they shall make a joint request of the State Conciliation Service for a list of five qualified arbitrators. The arbitrator shall be selected from the list by the parties alternately striking names with the first strike determined by chance.

The moving party shall, within fourteen (14) days of submitting a written request

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

#### 30.14 Arbitration Issues

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

#### 30.15 Arbitrator's Authority

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

#### 30.16 Binding/Non-Binding Decision

The decision of the arbitrator rendered consistent with the terms of this Memorandum shall be binding upon the Association. To the extent that the award of the arbitrator is not in excess of \$5,000 per individual grievant, it is binding on the County. To the extent that such award exceeds \$5,000 per individual grievant, it is advisory. If within sixty (60) days of receiving notice of decision and award requiring an expenditure in excess of \$5,000 per individual grievant, final action is not taken by the County to implement it, then the arbitrator's decision and award

shall have no force or effect whatsoever as to the amount in excess of \$5,000 per individual grievant. The Association may then resort to a court of competent jurisdiction to pursue whatever other legal remedies are available to it under the provisions of this Memorandum. If the Association is the grievant, then the \$5,000.00 limit shall apply to each employee who has been identified by the Association and sustained by the arbitrator as employees directly affected by the grievance and the remedy sought and imposed.

30.17 Arbitrator's Decision Due

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

30.18 Arbitration Expenses Shared

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

**ARTICLE 31 - CLASSIFICATION INFORMATION**

31.1 Copies of Classification Studies

For affected employees in the Bargaining Units covered by this Memorandum of Understanding, the County agrees to provide the Association with complete copies of all final classification studies and reports going to the Civil Service Commission at the same time or, if possible, before such agenda reports are sent to the Civil Service Commission.

31.2 Meet and Confer Obligation

Before the Board of Supervisors establishes the salary range for any new class represented by the Association, the County shall offer to meet and confer in good faith without any mediation with the Association for up to 30 calendar days on an appropriate salary range for the new class.

## **ARTICLE 32- LABOR/MANAGEMENT MEETINGS**

### **32.1 Matters of Mutual Interest**

The County and the Association shall meet for consultation purposes on matters of mutual interest which would serve constructive purposes to prevent or eliminate grievances or on matters affecting employee health or safety. Such meetings may be called by the Association President, or designee, and the County's Employee Relations Manager.

"Consultation" shall not be construed as an obligation to "meet and confer" under the Meyers-Milias-Brown Act.

### **32.2 Written Notice**

Written notice of topics for discussions shall be exchanged prior to any such meeting. The meeting shall be scheduled at a time and place mutually convenient to the parties.

### **32.3 Participation**

The number of employees who will participate in the meeting without loss of pay to the extent the meeting occurs during an employee's scheduled duty period shall be reasonably related to the subject being discussed and shall be mutually agreed upon by the County and the Association.

### **32.4 Joint Training on Memorandum**

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

## **ARTICLE 33 - NO STRIKE**

### **33.1 Full Performance of Duties**

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

service to the public, and that the Association will fully perform its obligation owed to the County.

### 33.2 Prohibited Activities

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

### 33.3 Association Responsibilities

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

### 33.4 Written Assurance

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

### 33.5 No Lockout

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

## ARTICLE 34 - FULL UNDERSTANDING, MODIFICATION, ACKNOWLEDGMENT

### 34.1 Full Understanding

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

All other prior or existing understanding or agreements by the parties, whether formal or informal, regarding any such matters are hereby superseded or terminated in their entirety.

### 34.2 Acknowledgment

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

### 34.3 Meet and Confer During Term of Memorandum

- a. If the County proposes during the term of this Memorandum to adopt a policy or course of action on matters within the scope of representation as defined by State law that are not covered by this Agreement, it will provide the Association with written notice of the proposed policy or course of action and offer to meet and confer over the proposal in accordance with state law and the County's Employee Relations Policy.
- b. 1. If the County's proposal covers one or more of the following four matters, the County and the Association agree to meet and confer in accordance with state and County law and with the provisions as provided below:
  - (a) The assignment of groups of employees to work hours, work shifts and/or work schedules. An example of such a change would be if the County proposed to change the work schedule of employees in the Sheriff's Patrol Division from a 4/10 to a 5/8 schedule.
  - (b) The assignment of employees between departments as a result of reorganization or a change in the mission or program of the department(s) involved.

- (c) The use and assignment of county vehicles and/or personal vehicles of employees for work-related purposes. An example of such a change would be if the county proposed to assign all Sheriff's Detectives to non take-home County vehicles.
  - (d) Providing employees with meals or snacks. An example of such a change would be if the County proposed to charge employees for the cost of meals or snacks produced or provided by the food service program in the Sheriff's Detention Division.
2. The County will provide written notice to the Association with all relevant information it has pertaining to the proposal. The Association will have up to 15 calendar days from when it received the notice to inform the County in writing if it desires to meet and confer over the proposal. If the Association fails to notify the County within the 15 days, the County may implement the proposal without any further obligation to meet and confer with the Association. If the Association notifies the County within 15 calendar days of its desire to meet and confer, then the County and the Association shall meet and confer in good faith over the proposal and all identified impacts arising from the proposal. Unless extended by mutual written agreement of the parties, the period for meeting and conferring shall be 60 calendar days from when the Association was properly notified of the proposal by the county. If an agreement is not reached by the 35th calendar day from the date the Association was notified, either party may declare an impasse by filing with the other party a written request for an impasse meeting, together with a statement of its position on all disputed issues. An impasse meeting shall then be held within two calendar days, at which time the County shall present an impasse statement including the proposal that it intends to implement after the 60th calendar day should further discussions fail to produce an agreement. If an agreement is not reached at the impasse meeting, if the parties so agree, the dispute may be submitted to the Board of Supervisors for determination. If they do not so agree, the dispute shall be submitted to mediation. If the parties fail to agree to submit the dispute to the Board of Supervisors, and fail to resolve the dispute

through mediation within 10 days after mediation commenced, the parties may agree to submit the dispute to fact finding. If the parties fail to agree on fact finding, the dispute shall be submitted to the Board of Supervisors for such action, as in its legislative discretion, deems appropriate as in the public interest, if required under the County's Employee Relations Policy. In no event shall these dispute resolution procedures be applied by either party to extend the 60 calendar day period without mutual written consent of the parties. If the County complies with this Article, it shall be deemed to have fully satisfied its obligation to meet and confer under state and local law over the issues covered therein. This Article 34.3 is not subject to the grievance procedure of this agreement (Article 30) in any way except for an allegation that the County failed to provide notice or acted before the 60 day period concluded. Any ruling by an arbitrator under this Article 34.3 that is adverse to the County shall be limited to ordering the County to comply with the notice and/or time limits specified above.

34.4 Written Modifications Required

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

34.5 No Limitation on Authority of Civil Service Commission

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

34.6 Non-Precedence

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

## ARTICLE 35- ASSOCIATION SECURITY

### 35.1 Maintenance of Membership

All employees who have Association dues deduction authorization on file with the Auditor-Controller-Treasurer-Tax Collector or who may thereafter authorize in writing the deduction of Association dues, shall remain on such payroll deduction. This maintenance of membership required payroll Association dues deduction shall continue for the term of this Memorandum, except that such maintenance of membership required dues deductions shall be voided under any of the following circumstances: when an employee is removed from a classification allocated to the representative bargaining units covered under this Memorandum; consistent with applicable law, if the employee notifies the Auditor-Controller-Treasurer-Tax Collector in writing to cease such dues deductions after August 13, 2007, the expiration date of the memorandum, and a successor agreement has not been concluded which continues this provision and all applicable impasse procedures concerning negotiations for such a successor agreement have been exhausted without an agreement being reached; and at any time an employee and the Association stipulate in writing to the Auditor-Controller-Treasurer-Tax Collector that the employee is not to be subject to further dues deductions under this clause or any other provision of this Memorandum. The Association agrees to indemnify, defend, hold harmless, and release the County, its officers, agents and employees from any claim, liability or damage arising from this provision.

### 35.2 Agency Shop Service Fee

- a. Any non-supervisory employee in a classification in the non-supervisory bargaining unit covered by this agreement shall as a condition of continued employment, either:
  1. pay to the Association an agency shop service fee as provided below;  
or
  2. (a) execute a written declaration that the employee is a member of a bona fide religion, body or sect which holds a conscientious objection to joining or financially supporting any public employee organization as a condition of employment; and  
  
(b) pay a sum equal to the agency shop service fee (full service fee) described below to a non-religious, non-labor charitable

fund exempt from taxation under section 501(c)(3) of the Internal Revenue Code. Proof of such payments shall be made on a monthly basis to the County and the Association as a condition of continued exemption from the requirement of financial support to the Association.

- b. The employee shall have, on a bi-weekly basis, a payroll deduction of the agency shop service fee or charitable contribution. The sum so deducted shall be paid to the Association or applicable charity or deposited into escrow as directed by the Association.

### 35.3 Separation from Unit Exception

The above provisions shall not apply during periods of separation from the eligible bargaining unit by any employee otherwise subject to those provisions but shall reapply to such employee following the return of the employee to the bargaining unit. The term "separation" includes layoffs, transfer out of the covered bargaining unit by request, promotion, demotion, reclassification or for any other lawful reason, and leaves of absence, all of a duration of more than one (1) full pay period, whether paid or unpaid and for any reason, including disability.

### 35.4 Service Fee Choice

- a. Full service fee - Each affected employee shall have the option by affirmative written election and voluntary written waiver of all constitutional objections to pay a full service fee to the Association in an amount equal to the regular periodic dues and general assessments charged to Association members. Said payment shall entitle the full service fee payer to the same rights, level of benefits and privileges of Association membership except for the right to participate in Association elections and governance of the Association.
- b. Basic service fee - Each affected employee who does not affirmatively elect to pay a full service fee to the Association and who does not voluntarily waive all constitutional objections, shall pay a basic service fee to the Association in an amount calculated as described below, but, in no events, in excess of the regular periodic dues and general assessments charged to Association members.

### 35.5 Calculation of Basic Service Fee

- a. The basic service fee will be calculated by Association to fairly value the collective bargaining activities, contract administration and grievance adjustment services provided. The basic service fee shall not be used for any of the following:
  1. lobbying or political activity by the Association;
  2. payments to affiliates by the Association;
  3. social activities for Association members;
  4. charitable and philanthropic activities;
  5. insurance and other benefit programs for members and full service fee payers.
  
- b. The basic service fee shall not entitle the payer to the same rights, level of benefits and privileges as Association members or individuals electing to pay a full service fee. The Association shall fairly represent all employees covered by this agreement. However, that duty does not require that basic fee payers obtain the same level of individual representation benefits or other benefits as Association members and full service fee payers. For example, basic service fee payers may not receive legal representation in individual disciplinary actions or civil or criminal actions brought against them as a result of acts or omissions with the course and scope of their employment. Basic fee payers will not be entitled to attorney consultation, retirement, insurance and death benefits provided only to members. The basic service fee will be calculated to fairly charge the represented employee for the representation services provided.

### 35.6 Advance Notice of Agency Shop Service Fee

No agency shop service fee shall be collected from any employee until the first pay period no less than thirty (30) days after the employee has received written notice sent by certified mail from the Association which includes legally adequate information concerning the calculation of the basic service fee, the services provided for a full service fee and basic service fee, a description of a reasonably prompt opportunity to challenge the amount of the basic service fee before an impartial

decision-maker, and notice as to how the employee may elect to pay the full service fee, waive constitutional rights or object to the amount for the basic service fee. An escrow account shall be set up by the Association of any amounts reasonably in dispute while any challenges are pending.

35.7 Notice of New Employees

- a. The County shall provide the Association with the names and addresses of all new employees coming into the relevant bargaining units during each subsequent pay period.
- b. The names and addresses provided the Association shall be kept confidential.

35.8 Agency Shop Service Fee Collection

To the extent authorized by law, the failure of an obligated employee to pay an agency shop service fee shall be a condition of continued employment and shall be grounds for the Association to file a legal action to collect the fees due subject to the following procedures.

- a. The Association shall notify the employee (a copy to the Human Resources Department and the department head) of non-compliance by certified mail, return receipt requested. Said notice shall detail the non-compliance by explaining that the employee is delinquent in not tendering the agency shop service fee due, specifying the amount of the delinquency, and warning the employee that unless such fees are tendered within thirty (30) calendar days, the Association has the right to file an action to collect the sums due.
- b. If the employee fails to comply, the Association may file a legal action and the County may be notified that the employee has failed to satisfy this condition of employment.
- c. The County shall not incur any cost due to court appearances by County staff, but shall provide a written statement to the Association at their request specifying the employee's agency shop service fee obligations under this agreement.

### 35.9 Indemnification

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

### 35.10 Rescission of Agency Shop Provision

The implementation of the provisions of this subsection shall not prohibit or restrict an election to rescind this provision as provided by section 3502.5 of the California Government Code.

### 35.11 Recordkeeping and Reporting

The Association shall comply with the financial record-keeping and reporting requirements of Government Code section 3502.5.

### 35.12 Association's Constitutional Obligations

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

throughout the term of this contract over the implementation of this subsection.

- b. No employee shall be discriminated against or harassed on the basis of his or her status as a non-member. Reasonable communication regarding the Association and/or Association membership shall not be considered discrimination or harassment under this subsection.

### 35.13 Violation of Law

If a court finds the implementation of this subsection to be in violation of constitutional law, the Association shall have sixty (60) days to comply with the Court's order or the County may cease the collection of agency shop service fees and not condition continued employment upon the payment of agency shop service fee unless otherwise directed by the court.

## **ARTICLE 36 - INVALID SECTIONS**

### 36.1 Invalid Sections

If during the term of this Memorandum, any item or portion thereof of this Memorandum is held to be invalid by operation of any applicable law, rule, regulation, or order issued by governmental authority or tribunal of competent jurisdiction, or if compliance with or enforcement of the item or portion thereof shall be restrained by any tribunal, such provision of this Memorandum shall be immediately suspended and be of no effect hereunder so long as such law, rule, regulation, or order shall remain in effect. Such invalidation of a part or portion of this Memorandum shall not invalidate any remaining portion which shall continue in full force and effect.

### 36.2 Separability

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

## **ARTICLE 37 – SWORN STAFFING**

During the term of this MOU any and all positions that are currently staffed by Sworn Deputy Sheriffs (including overtime assignments) within the definition of Penal Code

Section 830.1(a) shall not be replaced by Correctional staff who qualify for Peace Officer status while on duty under 830.1(c), when it becomes state law. This limitation shall also apply to all new allocated positions that may occur in the area of Court Security and Transportation.

**ARTICLE 38 - DISTRIBUTION OF MEMORANDUM OF UNDERSTANDING AND ENACTMENT**

38.1 Distribution

The County will make available a copy of this Memorandum of Understanding on-line at the County's internet and intranet sites.

38.2 Enactment

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

COUNTY OF SONOMA

SONOMA COUNTY DEPUTY  
SHERIFF'S ASSOCIATION

/s/ Emily Prescott

/s/ Steve Freitas

\_\_\_\_\_  
EMILY PRESCOTT

\_\_\_\_\_  
STEVE FREITAS

/s/ Esteban Codas

/s/ John Noble

\_\_\_\_\_  
ESTEBAN CODAS

\_\_\_\_\_  
JOHN NOBLE

(Signed Document on File with Employee Relations)

## APPENDIX A

A. 1.1 Employees in classifications in the Law Enforcement Non-Supervisory Bargaining Unit and Law Enforcement Supervisory Unit shall be paid from the salary ranges shown herein during the term of this multi-year Memorandum of Understanding. The adjustments to new salary ranges shall occur on the dates specified below:

A. 1.2 Salary Ranges effective December 16, 2008

### UNIT 0046 - LAW ENFORCEMENT NON-SUPERVISORY

JOB CLASS		12/16/2008 SALARY RANGE	12/16/2008 MINIMUM	12/16/2008 MAXIMUM
NO.	TITLE	"A" STEP	(Monthly)	(Monthly)
4076	DEPUTY SHERIFF TRAINEE	2920	\$5,079	\$6,173
4080	DEPUTY SHERIFF I	3089	\$5,373	\$6,529
4081	DEPUTY SHERIFF II	3428	\$5,962	\$7,246
4082	DEPUTY SHER II - INT POST	3514	\$6,112	\$7,430
4083	DEPUTY SHER II - ADV POST	3601	\$6,263	\$7,613
4085	DEPUTY SHER II DETECTIVE	3686	\$6,411	\$7,792
4086	DEPUTY SHERIFF II DETECTIVE - INT POST	3772	\$6,561	\$7,975
4087	DEPY SHERIFF II DETECTIVE - ADV POST	3857	\$6,708	\$8,155
4088	DEPUTY SHERIFF RESIDENT	3772	\$6,561	\$7,975
4089	DEPUTY SHERIFF RESIDENT - INT POST	3857	\$6,708	\$8,155
4090	DEPUTY SHERIFF RESIDENT - ADV POST	3944	\$6,860	\$8,336
4091	DEPUTY SHERIFF IA INVEST	3601	\$6,263	\$7,613
4092	DEPUTY SHERRIFF IA INVEST - INT POST	3686	\$6,411	\$7,792
4093	DEPUTY SHERRIFF IA INVEST - ADV POST	3772	\$6,561	\$7,975
4098	DEPUTY SHERRIFF PERS BG	3601	\$6,263	\$7,613
4099	DEPUTY SHERIFF PERS BG - INT POST	3686	\$6,411	\$7,792
4100	DEPUTY SHERIFF PERS BG - ADV POST	3772	\$6,561	\$7,975

**UNIT 0047 - LAW ENFORCEMENT SUPERVISORY**

JOB CLASS		12/16/2008 SALARY RANGE	12/16/2008 MINIMUM	12/16/2008 MAXIMUM
NO.	TITLE	"A" STEP	(Monthly)	(Monthly)
4095	SHERIFF SERGEANT	4028	\$7,006	\$8,514
4096	SHERIFF SERGEANT - INT POST	4130	\$7,183	\$8,733
4097	SHERIFF SERGEANT - ADV POST	4231	\$7,359	\$8,945
4106	SHERIFF SERGEANT DETECTIVE	4330	\$7,531	\$9,155
4107	SHERIFF SERGEANT DETECTIVE - INT POST	4430	\$7,705	\$9,366
4108	SHERIFF SERGEANT DETECTIVE - ADV POST	4534	\$7,886	\$9,585
4101	SHERIFF SERGEANT IA INV	4231	\$7,359	\$8,945
4102	SHERIFF SERGEANT IA INV - INT POST	4330	\$7,531	\$9,155
4103	SHERIFF SERGEANT IA INV - ADV POST	4430	\$7,705	\$9,366
4109	SHERIFF SERGEANT PERS BG	4231	\$7,359	\$8,945
4110	SHERIFF SERGEANT PERS BG - INT POST	4330	\$7,531	\$9,155
4111	SHERIFF SERGEANTGT PERS BG - ADV POST	4430	\$7,705	\$9,366

A.1.3 Salary Range Effective September 22, 2009

**UNIT 0046 - LAW ENFORCEMENT NON-SUPERVISORY**

JOB CLASS		9/22/2009 SALARY RANGE	9/22/2009 MINIMUM	9/22/2009 MAXIMUM
NO.	TITLE	"A" STEP	(Monthly)	(Monthly)
4076	DEPUTY SHERIFF TRAINEE	3091	\$5,376	\$6,534
4080	DEPUTY SHERIFF I	3270	\$5,687	\$6,914
4081	DEPUTY SHERIFF II	3629	\$6,312	\$7,672
4082	DEPUTY SHER II - INT POST	3720	\$6,470	\$7,863
4083	DEPUTY SHER II - ADV POST	3812	\$6,630	\$8,060
4085	DEPUTY SHER II DETECTIVE	3902	\$6,787	\$8,249
4086	DEPUTY SHERIFF II DETECTIVE - INT POST	3993	\$6,945	\$8,442
4087	DEPY SHERIFF II DETECTIVE - ADV POST	4083	\$7,101	\$8,630
4088	DEPUTY SHERIFF RESIDENT	3993	\$6,945	\$8,442
4089	DEPUTY SHERIFF RESIDENT - INT POST	4083	\$7,101	\$8,630
4090	DEPUTY SHERIFF RESIDENT - ADV POST	4175	\$7,261	\$8,827
4091	DEPUTY SHERIFF IA INVEST	3812	\$6,630	\$8,060
4092	DEPUTY SHERRIFF IA INVEST - INT POST	3902	\$6,787	\$8,249
4093	DEPUTY SHERRIFF IA INVEST - ADV POST	3993	\$6,945	\$8,442
4098	DEPUTY SHERRIFF PERS BG	3812	\$6,630	\$8,060
4099	DEPUTY SHERIFF PERS BG - INT POST	3902	\$6,787	\$8,249
4100	DEPUTY SHERIFF PERS BG - ADV POST	3993	\$6,945	\$8,442

**UNIT 0047 - LAW ENFORCEMENT SUPERVISORY**

JOB CLASS		9/22/2009 SALARY RANGE	9/22/2009 MINIMUM	9/22/2009 MAXIMUM
NO.	TITLE	"A" STEP	(Monthly)	(Monthly)
4095	SHERIFF SERGEANT	4265	\$7,418	\$9,016
4096	SHERIFF SERGEANT - INT POST	4373	\$7,606	\$9,246
4097	SHERIFF SERGEANT - ADV POST	4480	\$7,792	\$9,470
4106	SHERIFF SERGEANT DETECTIVE	4585	\$7,975	\$9,693
4107	SHERIFF SERGEANT DETECTIVE - INT POST	4691	\$8,159	\$9,919
4108	SHERIFF SERGEANT DETECTIVE - ADV POST	4801	\$8,350	\$10,150
4101	SHERIFF SERGEANT IA INV	4480	\$7,792	\$9,470
4102	SHERIFF SERGEANT IA INV - INT POST	4585	\$7,975	\$9,693
4103	SHERIFF SERGEANT IA INV - ADV POST	4691	\$8,159	\$9,919
4109	SHERIFF SERGEANT PERS BG	4480	\$7,792	\$9,470
4110	SHERIFF SERGEANT PERS BG - INT POST	4585	\$7,975	\$9,693
4111	SHERIFF SERGEANTGT PERS BG - ADV POST	4691	\$8,159	\$9,919

## APPENDIX B

### DEPARTMENTAL GRIEVANCE PROCEDURE

The following grievance procedure is available to employees in the Law Enforcement Supervisory, and Non-supervisory bargaining units represented by the Sonoma County Deputy Sheriffs' Association.

#### Section 1. DEFINITIONS:

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

5. in addition to (4), above, all other matters appealable under the Civil Service Ordinance and/or the Rules of the Civil Service Commission.
- 
- b. GRIEVANCE PROCEDURE. This grievance procedure is the method by which a grievant may seek management action to relieve or eliminate the grievance as defined above.
  - c. GRIEVANCE APPEALS COMMITTEE. A Grievance Appeals Committee of three members shall be a forum for consideration of grievances. Committee members shall be composed as follows:
    1. One person selected by the Association representing the grievant.
    2. The Director of Human Resources or designee.
    3. The third member of the Committee shall be mutually selected by the first two Committee members chosen by the grievant and the Human Resources Director. The third member of the Committee must be so selected within ten (10) days of the day the first two members were selected. If the first two Committee members are unable to agree upon a selection, then the first two Committee members shall strike names off of a list of the current members of the County Civil Service Commission until only one name remains, who shall be the third member of the Committee. The order of striking shall be determined by a coin toss. No Committee member may be selected who is employed in the department in which the grievant is employed. Committee members shall select a chairperson. The Human Resources Department shall provide secretarial services to the Committee. The Committee shall meet on call of its chairman and with mutual agreement, as to date and time of the meeting, among the grievant, the department head and the other Committee members. Deliberations of the Committee shall be informal, confidential and provide a full and fair hearing of the

4. grievance and proposed solutions without formal rules of evidence or a stenographic or electronic recording of the proceedings.

d. DAYS. The term "days" as used in this procedure shall mean regular County business days, Mondays through Fridays, from 8 a.m. to 5 p.m., but excluding formal County holidays or weekends.

Section 2. REPRESENTATION. An employee may be represented in any step of this grievance procedure by a representative of the Association which represents the grievant as a County employee. No member of the Grievance Appeals Committee may represent the grievant.

Section 3. DISCRIMINATION. No employee shall be subjected to discrimination, coercion, restraint, or reprisal by reason of good faith utilization of this grievance procedure.

Section 4. TIME OFF. Reasonable time off without loss of regular pay from normal County work duties shall be accorded to an employee for the purpose of presenting a grievance, representing the grievant in a grievance proceeding or serving as a member of the Grievance Appeals Committee subject to the condition that before leaving the employee's usual duties the employee shall obtain the permission of the employee's immediate supervisor. Such permission shall not be unreasonably withheld.

Section 5. INFORMAL GRIEVANCE PROCEDURE. It shall be the mutual responsibility of employees and management to endeavor to resolve grievances informally at the lowest practicable level of management. To this end, the grievant shall first present the grievance to the grievant's immediate supervisor in an informal meeting within ten (10) days after the occurrence of the circumstances giving rise to the grievance or when the grievant first actually knew, or could have reasonably known of them. The grievant may request the meeting be held at any reasonable time, and the supervisor shall meet with the grievant as soon as reasonably practicable after receipt of the request. In the meeting, the grievant and the supervisor shall review the grievance.

The employee shall fully and fairly explain: the alleged action or inaction by the employee's department which caused grievance; the written departmental policy allegedly violated by the department; and the remedy the grievant believes will resolve the grievance. The parties shall cooperate in seeking a resolution of the grievance. If questions beyond the scope of the supervisor's authority or knowledge are involved, the supervisor may consult the supervisor's superiors or other County officers. The supervisor shall present an informal, oral decision with supporting reasons to the grievant within ten (10) days after the meeting.

Section 6. FORMAL GRIEVANCE PROCEDURE. An employee whose grievance is not satisfactorily resolved by the informal procedure may institute a formal grievance. The formal grievance shall conform to the following:

- a. All formal grievances shall be in writing on the form appended to this resolution. A supply of forms shall be maintained in each department covered by this procedure and shall be readily accessible to all employees.
- b. Within five (5) days after receipt of the supervisor's oral decision in the informal proceeding, the grievant may file a formal grievance on the form prescribed. The grievant shall provide the necessary information called for at the top of the form and in Steps I and II of the grievance form in clearly legible writing, printing, or typing. The grievant shall file the original form with the immediate supervisor.
- c. The immediate supervisor shall meet with the grievant within five (5) days after filing of the grievance form for discussion of the formal grievance. The immediate supervisor shall complete "Supervisor's Decision" portion of the form and return it to the grievant within seven (7) days after their meeting. A copy of the supervisor's decision and attached grievance documents shall also be filed with the Human Resources Director.

- d. The grievant may appeal the decision of the immediate supervisor by completing the first part of Step III of the grievance form and filing it with the next higher level of supervision (identified by the department head) and to the grievant's department head within seven (7) days after receipt of the supervisor's decision. The functions of the department head hereunder may be performed by the department head's duly authorized representative.
- e. The person occupying the next higher level of supervision together with the department head, or representative, shall meet with the grievant within ten (10) days after filing of the appeal for discussion of the grievance. The grievant's department head shall complete the rest of the Step III "Department Head's Response" and return it to the employee within fifteen (15) days after such meeting. A copy of the department head's response and any attached grievance documents shall also be filed with the Human Resources Director.
- f. The grievant may appeal the decision of the department head by filing a written request for such appeal to the Human Resources Director within fifteen (15) days after receipt of the department head's decision. The Human Resources Director shall immediately deliver a copy of the written appeal to the grievant's department head. The grievant shall within three (3) days of filing the appeal submit to the Human Resources Director the name of the Grievance Appeals Committee member selected by the grievant or the Association. The Human Resources Director shall select a Committee member to represent the Human Resources Director and then provide assistance as necessary to select the third Committee member in accordance with the selection process in Section 1(c), above. The grievant's written appeal shall provide full details of the facts of the grievance and why the department head's response did not satisfactorily resolve the grievance.

g. To the extent possible, the Grievance Appeals Committee shall schedule the appeal for hearing to occur not later than ten (10) days from the date all three members of the Committee are selected and shall time forthwith notify the grievant and the grievant's department head of the time and place at which the appeal will be considered. The Committee may reach and announce its advisory decision at the close of the hearing or it may retire and deliberate in private before announcing its advisory decision. In order to be properly reached, an advisory decision by the Committee must be agreed upon by at least two (2) members, be in writing, and show both the findings of facts and reasoning of the decision. The Committee shall deliver, with proof of service, a copy of its advisory decision to the department head, the grievant, the Association and the Human Resources Director within ten (10) days after conclusion of the hearing.

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

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

- a. The time limitations herein specified may be extended only by written consent of the grievant and the department head. In the absence of such time extension, failure by a grievant to present the grievance or to appeal a decision within the time limits prescribed shall be deemed a resolution of the grievance. Failure of the management representative to meet with the employee or render a decision within the time limits herein specified shall justify appeal to the next step in the grievance procedure.
- b. An employee shall include all current grievances in one grievance. To the degree practicable, grievances shall not be duplicated. If several employees in a single department wish to present grievances which

are the same or substantially similar, those grievances shall be joined into one.

- c. All meeting and hearings under this procedure shall be conducted in confidential and private sessions in order to protect the confidentiality of the matters under review.
- d. Any dispute or question as to whether a particular complaint or grievance by an employee is covered under this procedure shall not be subject to determination by the Grievance Appeals Committee.

**APPENDIX B  
DEPARTMENTAL GRIEVANCE FORM**

(For use <u>only</u> to process a grievance under the Grievance Procedure established by the Board of Supervisors for employees in the Law Enforcement Supervisory and Non-supervisory bargaining units, represented by the Sonoma County Deputy Sheriffs' Association.	
NAME	JOB CLASSIFICATION
DEPARTMENT/DIVISION	
ASSOCIATION	
<b>STEP I</b> AN INFORMAL DISCUSSION WITH YOUR IMMEDIATE SUPERVISOR. Before completing the remainder of this form, an informal discussion with your immediate supervisor must take place within ten (10) days from the action causing the grievance.	
SUPERVISOR'S NAME	TITLE
DATE DISCUSSION HELD	DATE OF SUPERVISOR'S RESPONSE
<b>STEP II</b> IF THE GRIEVANCE WAS NOT RESOLVED AT STEP I, STATE IT IN WRITING AT THIS STEP AND SUBMIT THIS FORM TO YOUR SUPERVISOR, WITHIN <b>FIVE (5)</b> DAYS OF STEP I RESPONSE.	
DESCRIBE GRIEVANCE (If more space is needed, use additional paper.)	
DATE(S) OF INCIDENT(S)	
WRITTEN DEPARTMENTAL POLICY VIOLATED	

REQUESTED SOLUTION

EMPLOYEE'S SIGNATURE

DATE

SUPERVISOR'S DECISION

Signature \_\_\_\_\_

Date: \_\_\_\_\_

**STEP III**

IF THE GRIEVANCE WAS NOT RESOLVED AT STEP II, SUBMIT IT TO THE NEXT HIGHER LEVEL OF SUPERVISION (IDENTIFIED BY YOUR DEPARTMENT HEAD) WITHIN **SEVEN (7)** DAYS OF SUPERVISOR'S DECISION.

---

DATE OF APPEAL

EMPLOYEE'S SIGNATURE

**APPENDIX C**  
**DSA MEMORANDUM OF UNDERSTANDING GRIEVANCE FORM**

NAME	JOB CLASSIFICATION
DEPARTMENT/DIVISION	
ASSOCIATION	
<p>For use <u>only</u> to process a grievance under the Grievance Procedure established in Article 31 of the Sonoma County Deputy Sheriffs' Association Memorandum of Understanding for employees in the Law Enforcement Supervisory and Non-supervisory bargaining units.</p>	
<p><b>STEP I</b></p> <p>AN INFORMAL DISCUSSION WITH YOUR IMMEDIATE SUPERVISOR.</p> <p>Before completing the remainder of this form, an informal discussion with your immediate supervisor must take place within <b>ten (10)</b> days from the date of the action causing the grievance.</p>	
SUPERVISOR'S NAME	TITLE
DATE DISCUSSION HELD	DATE OF SUPERVISOR'S RESPONSE
<p style="text-align: center;"><b>STEP II</b></p> <p>IF THE GRIEVANCE WAS NOT RESOLVED AT STEP I, STATE IT IN WRITING AT THIS STEP AND SUBMIT THIS FORM TO YOUR IMMEDIATE SUPERVISOR WITH A COPY TO THE COUNTY S EMPLOYEE RELATIONS MANAGER WITHIN <b>FIVE (5)</b> DAYS AFTER RECEIPT OF THE IMMEDIATE SUPERVISOR S RESPONSE FROM STEP I.</p> <p>DESCRIBE GRIEVANCE (If more space is needed, use additional paper.)</p>	

DATE(S) OF INCIDENT(S)	
REQUESTED SOLUTION	
EMPLOYEE'S SIGNATURE	DATE

SUPERVISOR'S DECISION

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**STEP III**

IF THE GRIEVANCE WAS NOT RESOLVED AT STEP II, THE ASSOCIATION MAY APPEAL THE DECISION TO THE NEXT HIGHER LEVEL OF SUPERVISION (IDENTIFIED BY THE DEPARTMENT HEAD) AND TO THE DEPARTMENT HEAD, WITH A COPY TO THE EMPLOYEE RELATIONS MANAGER WITHIN **SEVEN (7)** DAYS AFTER RECEIPT OF THE WRITTEN RESPONSE AT STEP II. 31.9

DATE OF APPEAL

EMPLOYEE'S SIGNATURE

DEPARTMENT HEAD'S RESPONSE

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

If the grievance was not settled at Step III, contact your Association representative regarding an appeal option.

# INDEX

<u>Provision</u>	<u>Page</u>
414(h)(2)-Tax Deferred Retirement Contribution.....	26
Accrual – Sick Leave & Family Leave .....	60
Accrual – Vacation .....	58
Acknowledgment.....	77
Active Employee Health Plans .....	35
Advance Notice of Agency Shop Service Fee.....	82
Advanced Salary Upon Promotion .....	15
Advanced Step Upon Employment .....	14
Agency Shop Service Fee.....	80
Agency Shop Service Fee Collection .....	83
Approval for Compensatory Time Off.....	31
Arbitrable Grievances.....	72
Arbitration Expenses Shared.....	74
Arbitration Issues .....	73
Arbitrator's Authority .....	73
Arbitrator's Decision Due.....	74
Assignment of Overtime .....	31
Association Responsibilities .....	76
ASSOCIATION RIGHTS .....	7
ASSOCIATION SECURITY.....	80
Association's Constitutional Obligations.....	84
BILINGUAL PAY .....	25
Binding/Non-Binding Decision.....	73
Board Agenda .....	11
Bulletin Boards .....	7
Calculation of Basic Service Fee.....	82
Call-Back.....	32
Claims Disputes over LTD.....	40
CLASSIFICATION INFORMATION.....	74
Communications .....	7
COMPASSIONATE LEAVE .....	64
Compensation for Holidays .....	57
Compensation for Holidays - Day Worked .....	57
Compensatory Time Payment at Separation.....	32
Contracting-Out.....	7
Copies of Classification Studies .....	74
County Contributions Toward Active Employee Medical Benefits .....	36
County Offered Health Maintenance Organization (HMO) Medical Plans .....	36
County Offered Participating Provider Option (PPO) Medical Plan(s).....	36
Court Call-Back .....	33
Data Run - All Employees in Units .....	10
Data Run - New Employees in Units .....	11

# INDEX

<u>Provision</u>	<u>Page</u>
Day Observed .....	57
Day Shift Holdover .....	34
DEFERRED COMPENSATION AND RETIREMENT .....	26
Definition of Standby .....	32
DEFINITIONS .....	2
Definitions – Grievance Procedure.....	69
Dental.....	37
DIRECT DEPOSIT .....	27
Distribution .....	86
DISTRIBUTION OF MEMORANDUM OF UNDERSTANDING AND ENACTMENT .....	86
Dog Handler .....	24
Dues Check Off .....	8
Effective Date of Merit Increase .....	18
Effective Dates .....	1
Employee Assistance Program .....	39
EMPLOYEE RIGHTS .....	11
Employee/Association Safety Appeals.....	12
Employer Pick-up of Employee's Statutory Retirement Contribution.....	26
EMPLOYMENT IN MORE THAN ONE POSITION .....	66
Enactment .....	86
Enhanced Safety Retirement Program.....	26
Equipment .....	25
Exclusive Rights.....	6
Extra-Help to Permanent Appointment.....	14
Fair Labor Standards Act Not Incorporated.....	6
Family & Medical Leave .....	63
Flex-Time Schedule .....	28
Floating Holiday .....	57
Full Performance of Duties.....	75
FULL UNDERSTANDING, MODIFICATION, ACKNOWLEDGMENT .....	77
GRIEVANCE PROCEDURE .....	69
Half-Time Pay Provision.....	32
HEALTH & WELFARE BENEFITS FOR ACTIVE EMPLOYEES .....	35
Holiday Pay Maximum.....	58
HOLIDAYS .....	56
HOURS AND OVERTIME .....	28

# INDEX

<b><u>Provision</u></b>	<b><u>Page</u></b>
Indemnification .....	84
Joint Recommendation to Civil Service Commission .....	23
Joint Training on Memorandum.....	75
JURY DUTY .....	65
LABOR/MANAGEMENT MEETINGS .....	75
Life Insurance.....	38
Lodging .....	35
Long term disability .....	39
Lunch Periods .....	34
Maintenance of Membership .....	80
MANAGEMENT RIGHTS .....	6
Matters of Mutual Interest.....	75
Maximum Accumulation .....	58
Meals.....	34
MEALS AND REST PERIODS .....	34
Mediation.....	72
MEDICAL BENEFITS FOR FUTURE RETIREES .....	45
Meet and Confer During Term of Memorandum.....	77
Meet and Confer Obligation .....	74
Merit Advancement Within Salary Ranges .....	17
MILEAGE REIMBURSEMENT .....	26
Mounted Unit.....	24
No Limitation on Authority of Civil Service Commission .....	79
No Lockout .....	76
NO STRIKE .....	75
Non-Applicability of FLSA.....	32
Non-Discrimination .....	8
NON-DUTY COURT LEAVE .....	65
Non-Grievability of Decision Making Authority .....	6
Non-Precedence .....	79
Non-Statutory Overtime.....	30
Notice for Successor Memorandum .....	1
Notice of New Employees .....	83
Overtime Compensation.....	31
Overtime Earned .....	31
Overtime Not Cumulative .....	32
Paid Holidays .....	56
Paid Leave "Pool".....	9

# INDEX

<u>Provision</u>	<u>Page</u>
Participation – Labor/Management Meetings .....	75
Participation in County Offered Health (Medical, Dental, Vision, Life Insurance) Plans	35
Part-Time Employees – Compensation for Holidays .....	58
Part-Time Employees – Health Benefits During Leaves of Absence.....	43
Part-Time Employees - Vacation.....	58
Payment for Unused Vacation.....	60
Performance Appraisals .....	18
Personal Property Reimbursement .....	11
Personal Property Reimbursement Supplement - Damage to Employee Vehicles .....	12
Personnel Files .....	12
POST Premiums .....	23
Posting of Work Schedules .....	28
PREAMBLE.....	1
Prohibited Activities .....	76
Public Safety Officers Procedural Bill of Rights Act.....	22
Purpose – Grievance Procedure .....	69
Reappointment Consideration.....	14
RECOGNITION.....	2
Recordkeeping and Reporting.....	84
Representation .....	70
Representation Assistance.....	10
Requests for Compensatory Time Payments.....	31
Rescission of Agency Shop Provision .....	84
Resident Deputies & Detectives .....	34
Rest Periods.....	34
Retention of Rights.....	6
Safety Program .....	12
SALARIES AND ADMINISTRATION OF THE SALARY SCHEDULE .....	13
Salary Upon Advancement Within a Range .....	18
Salary Upon Demotion During Probation .....	16
Salary Upon Disciplinary Reduction In Pay .....	19
Salary Upon Employment.....	14
Salary Upon Involuntary Demotion.....	16
Salary Upon Promotion .....	15
Salary Upon Reallocation of Class.....	17
Salary Upon Reappointment from Voluntary Demotion.....	16
Salary Upon Reclassification of Position - Higher Salary .....	17
Salary Upon Reclassification of Position - Lower Salary .....	17
Salary Upon Reclassification of Position - Same Salary .....	17
Salary Upon Restoration .....	15

# INDEX

<b><u>Provision</u></b>	<b><u>Page</u></b>
Salary Upon Temporary Promotion .....	18
Salary Upon Transfer .....	17
Salary Upon Voluntary Demotion .....	16
Scheduled Holidays.....	56
Second Step Grievance .....	71
Second Step Response.....	71
Selection of Arbitrator .....	72
Separability .....	85
Separation from Unit Exception.....	81
Service Fee Choice .....	81
SHIFT DIFFERENTIAL PREMIUM.....	33
Shift Premium Compensation.....	33
SICK LEAVE AND FAMILY LEAVE .....	60
Sick Leave Conversion.....	61
Sick Leave Payoff at Disability Retirement.....	63
Sick Leave Payoff/Conversion at Retirement .....	62
Sick Leave Use .....	60
SPECIAL COMPENSATION BENEFITS.....	19
Special Compensation Premium Pays .....	19
Specialist Premiums.....	20
Specialty Assignment Continuation.....	22
Specialty Assignment Guarantee Period.....	21
Specialty Assignment Trial Period.....	21
STAFF DEVELOPMENT .....	66
STANDBY AND CALLBACK .....	32
Statutory Overtime for the Non-Exempt Employee .....	29
Subsequent Reassignment .....	19
Successor Memorandum Procedures .....	8
Swing/Night Shifts .....	34
SWORN STAFFING.....	85
TERM.....	1
Time for Association Activities.....	8
Time Limits.....	70
Types of Employment.....	28
Uniform Review Process - Written Reprimand .....	13
UNIFORMS AND EQUIPMENT .....	25
Use of County Facilities.....	10
VACATION.....	58
Vacation Buy Back.....	60

# INDEX

<b><u>Provision</u></b>	<b><u>Page</u></b>
Vacation Schedules.....	60
VDT (Video Display Terminal) Optical Benefits.....	38
Violation of Law.....	85
Vision.....	38
Voluntary Retiree Program.....	44
VOTING.....	66
Work Access.....	7
Work Schedule Change.....	29
Work Schedules.....	28
Workers' Compensation.....	40
Written Assurance.....	76
Written Modifications Required.....	79
Written Notice.....	75

D-6.....