

**MEMORANDUM OF UNDERSTANDING**

**BETWEEN**

**THE COUNTY OF SONOMA**

*AND*

**THE SONOMA COUNTY LAW ENFORCEMENT MANAGERS  
ASSOCIATION**

2009

**UNIT 44**

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**MEMORANDUM OF UNDERSTANDING  
BETWEEN THE COUNTY OF SONOMA  
AND THE SONOMA COUNTY LAW ENFORCEMENT MANAGERS ASSOCIATION  
(SCLEMA)  
2009**

**PREAMBLE**

This Memorandum of Understanding between the duly appointed representatives of Sonoma County, hereinafter referred to as "County", and the Sonoma County Law Enforcement Managers 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. The parties jointly agree to recommend to the County Board of Supervisors that the Board of Supervisors adopt a resolution implementing this Memorandum and that this Memorandum be effective upon adoption, unless otherwise stated. This Memorandum of Understanding shall apply only to those classifications within the bargaining unit listed under Appendix A of Article 4.

**ARTICLE 1 – RECOGNITION**

The County recognizes the Association as the sole recognized bargaining representative for the Sonoma County Law Enforcement Managers Unit. The bargaining unit shall consist of all full-time and part-time employees in the following classifications:

<u>Class Name</u>	<u>Class #</u>
Communications Dispatch Manager	1698
Probation Division Director I	3232
Probation Division Director II	3234
Deputy Chief Probation Officer	3238
Sheriffs Captain (Corrections)	4130
Correctional Lieutenant	4164
Chief Criminal Investigator	4225
Chief Welfare Fraud Investigator	4249

## ARTICLE 2 – TERM

- 2.1 The following Articles shall constitute the wages, hours, and other terms and conditions for employees in bargaining units listed in Article 1 of this Memorandum. The parties agree that all changes contained herein shall become effective upon adoption by the Board of Supervisors, unless otherwise specified. This Memorandum shall expire and otherwise be fully terminated at 12:00 midnight on September 8, 2009.

In the event the Association desires to negotiate a successor Memorandum of Understanding, the Association shall serve on the County by March 3, 2009 its written request to commence negotiations and its initial written proposals.

## ARTICLE 3 – DEFINITIONS

3.1 Non-Application

None of the following definitions are intended to apply in the administration of the County Employee's Retirement Law of 1937 or to the County's Civil Service Ordinance nor the Rules of 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 begins on a Tuesday and ends with the second Monday thereafter.

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

CALENDAR YEAR: January 1 through December 31.

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

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

DEPARTMENT HEAD: The Chief Probation Officer, Sheriff-Coroner, Director of Human Services, District Attorney or their designees.

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

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.

**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.

**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 shall be used by the department head to determine the employee’s fitness for permanent status in accordance with the Civil Service Rules.

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, 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 ½ % 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

#### **ARTICLE 4 – SALARIES AND ADMINISTRATION OF THE SALARY SCHEDULE**

##### 4.1 Salary

A. Salary ranges shall be specified in Appendix A for each classification contained within the unit represented by the Association. Effective the first pay period after adoption of this MOU by the Board of Supervisors, all employees, except for employees in the classification of Sheriff's Captain (Corrections) and Correctional Lieutenant, shall receive a 1.75% cost of living adjustment (COLA).

B. For the duration of this MOU, the classifications of Sheriff's Captain (Corrections) and Correctional Lieutenant in this bargaining unit (44) shall receive the same base wage rate as the Sheriff's Office Captain and Lieutenant in the DSLEM bargaining unit (43).

C. Effective the first full pay period after Association ratification and Board of Supervisor adoption on its Board Memorandum, the County will pick up 1% of the employee's share towards retirement. This benefit (Employer Pick-up) shall not apply to employees in the classifications of Correctional Lieutenant and Sheriff's Captain (Corrections).

D. 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.

#### 4.2 Salary Upon Appointment

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

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

#### 4.3 Consideration Upon Reappointment or Return

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

#### 4.4 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 in the appropriate salary range which is nearest in amount to that of the step received in the classification in which the employee was extra-help. Employment at a higher salary step not to exceed the maximum of the range may be authorized upon recommendation of the department head and approval of the County.

#### 4.5 Extra-Help to Extra-Help Appointment

An extra-help employee who is appointed to another extra-help job in the same class or in another class to which the same salary range is applicable, shall continue to receive the same salary step.

An extra-help employee who was employed in one class and who without a break in service is appointed as an extra-help employee to a different class at a lower salary range, shall receive the salary rate step in the lower range which is closest to but not exceeding the rate paid in the former range. This provision does not apply to extra help employment in more than one extra-help position

#### 4.6 Return of Extra-Help Employees

When an extra-help employee returns within one year from the date of termination to a classification which the employee previously occupied, the employee shall receive the same step of the range as the employee received upon separation. 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 a merit increase.

#### 4.7 Salary Upon Restoration

Any full-time or part-time employee displaced, laid off, or voluntarily demoted in lieu of layoff and reappointed within two years from date of layoff 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 same step in the salary range as the employee was paid at the time of displacement, layoff, or voluntary demotion, or the step of the range which is closest to but not exceeding the rate the employee is currently being paid as a County employee, whichever is greater. Such employee shall be considered for merit increase when the

employee's total hours in pay status before and after separation and restoration equal the number of hours required for a merit increase.

#### 4.8 Salary Upon Promotion

Except as otherwise provided herein, any full or part-time employee who is promoted to a position or a class allocated to a higher salary range than the class from which the employee was promoted shall receive the salary step rate of the appropriate range which would constitute an increase of salary most closely equivalent to five (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 subsequent 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 4.18.

#### 4.9 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 does not exceed the top of the range.

#### 4.10 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.

#### 4.11 Salary Upon Involuntary Demotion

A full or part-time employee, to whom the circumstances described in Article 4.10 above do not apply, who is demoted involuntarily to a position of 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.

#### 4.12 Salary Upon Voluntary Demotion

A full- or part-time employee, to whom the circumstances described in Article 4.10 above do not apply, who is demoted voluntarily or who displaces 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.

#### 4.13 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.

#### 4.14 Salary Upon Transfer

A full-time or part-time employee who transfers from one allocated position to another allocated position in the same class or in another class to which the same salary range is applicable, shall continue to receive the same salary step.

#### 4.15 Salary Upon Reallocation of Class

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

#### 4.16 Salary Upon Reclassification of Position

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 in accordance with Civil Service Rules.

Except as otherwise provided herein, whenever a position is reclassified to a class which is allocated to a higher salary range, the salary of the incumbent shall be as provided by this section upon promotion, if the incumbent is appointed to fill the position in accordance with Civil Service Rules. Whenever a position is reclassified to a class which is allocated to a lower salary range, the salary of the incumbent shall be as provided by this section upon voluntary demotion, if the incumbent is appointed to fill the position in accordance with Civil Service Rules. Whenever the effect of reclassification is to reduce the salary of an incumbent appointed to the position, the Board of Supervisors may, upon recommendation by the Human Resources Director, direct that the incumbent shall continue to receive the previously authorized salary until termination of employment in the position, until a percentage increase in pay may be authorized, or as otherwise agreed to by the affected employee and the department head, with the approval of the Human Resources Director and the Association, 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.

#### 4.17 Merit Advancement Within Salary Ranges

Merit increases within a range shall not be automatic. They shall be based upon merit and shall be made only upon written approval by the employee's department head or designee. 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.

Each employee shall be considered for an initial merit increase when the employee's total hours in pay status exclusive of overtime within the current class

equals 1040 hours. Each such employee shall be considered for subsequent merit increases when the employee's total hours in pay status exclusive of overtime at each step to which advanced equals 2080 hours.

4.18 Effective Date of Merit Increase

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

4.19 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 15 consecutive days of work, shall be paid retroactive to the first hour worked and thereafter according to the salary of the range for the new class which would constitute an increase in salary at the step most closely equivalent to five (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.

4.20 POST Premiums

Each eligible employee who has been awarded a valid Intermediate or Advance Certificate issued by the California Commission on Peace Officers' 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 POST Intermediate Certificate shall receive 2.5% of base hourly rate thereafter; 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.

## **ARTICLE 5 – HEALTH AND WELFARE BENEFITS FOR ACTIVE EMPLOYEES**

### **5.1 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 and/or, dependent life insurance or as the dependent spouse/domestic partner of another eligible County employee/retiree, but not both. If an employee is also eligible to cover their dependent child/children, each child will be allowed to enroll as a dependent on only one employee or retiree's plan (i.e., an employee and his or her dependents cannot be covered by more than one County offered Health plan).

An eligible employee is:

- A County of Sonoma probationary or regular full-time or probationary or regular part-time employee (refer to Section 5.2.8 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.

### **5.2 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.

5.2.1 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.

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

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

<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.

5.2.3 Contributions Toward Medical Insurance for Employees

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

- A. The County shall contribute a set dollar amount equal to eighty-five percent (85%) of the total premium of the lowest cost medical plan offered for each level of coverage (employee only, employee plus one (1) dependent, and employee plus two (2) or more dependents), regardless of the medical plan selected;
1. Employees may elect to enroll in any County offered medical plan and shall pay for all costs in excess of the County contribution dollar amount specified in Section 5.2.3(A) above, however;
  2. Any County contribution dollar amount for a higher cost medical plan that exceeds the contribution amount specified in Section 5.2.3(A), shall be frozen at the 2007/2008 County contribution dollar amount, until such time as the amount in Section 5.2.3(A), meets or exceeds that frozen contribution dollar amount.
- B. Effective June 1, 2009, the County contribution toward employee medical benefits described in Section 5.2.3(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 Section 5.2.8.

#### 5.2.4 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 plan document.

The employee contribution(s) will be:

Effective with the beginning of the first pay period following adoption of this agreement: Employee Contribution: \$12.00 per pay period

The County shall contribute to part-time employees on a pro-rated basis, in accordance with Section 5.2.8.

#### 5.2.5 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 Section 5.2.8.

#### 5.2.6 VDT (Video Display Terminal) Optical Benefit

The County will offer a VDT benefit. Full-time and part-time employees who are assigned to use a VDT 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.

#### 5.2.7 Life Insurance

The County shall provide to each eligible employee term life insurance equivalent to two (2) times the employee's annual salary computed on the basis of multiplying the biweekly salary in effect at the time of death by 26.089. The premium for this benefit shall be paid by the County. Each employee is also eligible to purchase supplemental life insurance for himself or herself as described in the County's contract with the insurance carrier. Such supplemental employee-only insurance will

become effective when the employee successfully completes the enrollment and application process.

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.

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

- A. 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.
- B. A part-time employee covered under this MOU, whose allocated position is .75 FTE or greater bi-weekly, shall receive medical, dental and vision coverage as if the part-time employee were a full-time employee. Said part-time employee shall receive life insurance and long-term disability insurance in accordance with the employee's FTE.
- C. Except for part-time (.75 FTE+) employees referred to in this Section 5.2.8(b), part-time employees shall not be eligible to participate in the County's life insurance program.

#### 5.3 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.

#### 5.4 Long-Term Disability

The County shall provide and pay the premium for a Long-term Disability (LTD) benefit as described in the applicable plan document to all full and part-time employees (0.4 FTE minimum who meet the eligibility requirements. Benefit eligibility begins after 60 calendar days of disability. Employees eligible to receive LTD benefits are not required to exhaust sick leave before receiving LTD benefits, but an employee who chooses to use sick leave or other paid leave after the 60<sup>th</sup> day of disability is not eligible to receive any LTD benefits until the employee stops

using paid leaves. LTD benefits cannot be supplemented with any paid leave. LTD benefits will be offset by any applicable income, such as short-term disability benefits, social security and social security disability benefits, etc.

The County may change carrier provided the plan design(s) are substantially equivalent.

#### 5.4.1 Claims Disputes over LTD

County Self-Insured Plan: Any dispute by an employee over a claim processed under the County's Self-Insured Long-Term Disability (LTD) Plan shall be first appealed through the Risk Management Division of the Human Resources Department for a final County decision. If the dispute remains unresolved to the satisfaction of the employee, the Union may file a grievance on behalf of the employee at the Arbitration Step of this Memorandum's Grievance Procedure for a final and binding decision. The arbitration process will be expedited as much as reasonably possible in the interests of a timely resolution of the dispute.

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

#### 5.5 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.

##### 5.5.1 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 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.

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

If an employee is on an unpaid absence or goes on leave without pay, either of which reduces the employee's time in pay status to less than 50% of the employee's allocated full-time equivalent 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.

##### 5.6.1 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 (14<sup>th</sup>) 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 Section shall not have the thirteen (13) pay period entitlement reduced for any pay period in which the employee is in pay status for at least fifty percent (50%) of the employee's allocated full-time equivalent as specified in this Section 5.6.1 (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.

#### 5.6.2 Continuation of Health Benefits Coverage

An employee who is entitled to continued County paid benefit coverage as specified in 5.6 and 5.6.1, must notify the Auditor-Controller-Treasurer-Tax Collector's Office (ACTTC) no later than five (5) County business days after the first day of the leave of absence, of the employee's intent to continue their participation in their County offered health plans. A Request for Leave of Absence form signed by the employee and his/her appointing authority shall be forwarded to the ACTTC Office two weeks in advance of the first day of absence.

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-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 reminder notice. In order to reinstate coverage, the employee shall pay a \$25.00 late charge in addition to the premium amount by the date specified in the reminder notice.

Only one reminder notice will be sent to the employee. If the employee fails to make proper payment to the ACTTC by the end of the second pay period, the employee's continued medical, dental, vision, life insurance and long-term disability coverage shall be terminated.

5.6.3 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 Section 5.2.8. 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 Section 5.4 (Long-Term Disability)

5.7 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.

5.8 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 27 (Grievance Procedure) of the Memorandum.

5.9 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.

5.10 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.

5.11 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 6 – MEDICAL BENEFITS FOR FUTURE RETIREES**

6.1 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 sections 6.2 and 6.3.
  
- 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 section 6.4 but is allowed only to enroll either as a subscriber in a County offered medical, dental, vision plan 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., a retiree and his or her dependents cannot be covered by more than one County 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.

6.2 County Contribution toward Retiree Medical Plans – Employees Hired Before January 1, 1991

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

A. Eligibility

1. Regular employees hired before January 1, 1991 are eligible to receive a County contribution toward the cost of a County offered medical plan for the eligible retiree and their eligible dependent(s), if they:
  - a. Have been continuously employed since December 31, 1990 without a break in service before retirement, and
  - b. Have been a contributing member (or a contribution was made on their behalf) of the Sonoma County Employees' Retirement Association (SCERA) since December 31, 1990, and
  - c. Retire directly from Sonoma County service.
2. Laid-Off & Restored Employees. Employees who were employed by the County prior to January 1, 1991, but who were laid off thereafter shall not be subject to the restrictions of Article 6.3 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.

6.3 County Contribution toward Retiree Medical Plans – Employees Hired On or After January 1, 1991 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 January 1, 1991 but before January 1, 2009, are eligible to receive a County contribution toward the cost of a County offered medical plan for the eligible retiree only, if they:

- a. Have been employed by the County for a period of at least ten (10) years (consecutive or non-consecutive), which may include service with the County prior to January 1, 1991, and
  - b. Have been a contributing member (or a contribution was made on their behalf) of the Sonoma County Employees' Retirement Association (SCERA) for the same length of time, and
  - c. Retire directly from Sonoma County service.
- 2) 20 or More Years of Service. Regular employees hired or rehired after January 1, 1991 but before January 1, 2009, are eligible to receive a County contribution toward the cost of a County offered medical plan for the eligible retiree plus one eligible dependent, if they:
- a. Have been employed by the County for a period of at least twenty (20) years (consecutive or non-consecutive), which may include service with the County prior to January 1, 1991, and
  - b. Have been a contributing member (or a contribution was made on their behalf) of the Sonoma County Employees' Retirement Association (SCERA) for the same length of time, and
  - c. Retire directly from Sonoma County service.

B. County Contribution.

The County will continue to contribute toward the cost of a County offered medical plan for any eligible retiree and any eligible dependent, in the same amount as it contributes toward the cost of a County offered medical plan for active unrepresented Administrative Management employees (bargaining unit 50). 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.

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

Effective June 1, 2009, the existing retiree medical benefits described in Sections 6.2 and 6.3 shall be replaced with this Section.

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 ten (10) years. However, any miscellaneous purchased service time such as extra help, contract, and leave of absence service time does not count toward this eligibility requirement, and
- 2) Have been a contributing member of the Sonoma County Employees' Retirement Association (SCERA) for the same time period, and
- 3) Retire directly from Sonoma County service.
- 4) Current retirees receiving a County contribution for retiree medical based on eligibility at the time of their retirement who do not meet the 10 year requirement as listed above are grandfathered in at the eligibility at the time of their retirement.

B County Contribution.

The County shall contribute toward the cost of County offered medical plans for any eligible retiree whether or not the retiree covers eligible dependent(s), the same dollar amount as it contributes toward the cost of County offered medical plans for active unrepresented Administrative Management employees (bargaining unit 50) in the Salary Resolution. Any additional medical contributions provided only to retirees along with any eligibility requirements to receive those contributions shall be conferred as prescribed in the Salary Resolution.

C. Additional Dependents.

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

6.5 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 the actual hours worked during that pay period.
  - b. The lump sum contribution amount for regular part-time employees shall be pro-rated based on their allocated position only (e.g., a regular employee in a 0.5 full-time equivalent allocated position will receive a lump sum contribution of \$1,200 deposited into their HRA account).
- 2) Regular County Contribution:

After the initial contribution (defined above) is made, the County shall contribute \$0.58 per pay status hour (no more than 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 restriction 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.

6.6 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 under Article 6.2 and 6.3.

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 Sections 6.2, 6.3, 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.

6.7 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 Section 6.4. 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 contribution.

6.8 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 Section 6.5), an eligible surviving dependent 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.

## **ARTICLE 7 – HOURS OF WORK**

7.1 Employees in this bargaining unit shall work any and all hours necessary in the performance of their duties without regard to fixed schedules or set hours of work.

7.2 Under no circumstances will employees in this bargaining unit receive compensation for overtime worked. Nor, shall employees be eligible to receive or accumulate compensatory time except as may be directly provided for in this Memorandum of Understanding.

7.3 Compensatory Time

Represented employees may accrue up to a maximum of 80 hours of compensatory time off. Employees 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. Upon separation a represented employee will receive a “cash out” for all compensatory time that has been accrued.

## **ARTICLE 8 – DEFERRED COMPENSATION**

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

Nothing herein renders County liable to Association or any employee for a discontinuance of Internal Revenue Service or Franchise Tax Board approval of any County deferred compensation plan or portion thereof.

- 8.2 The County agrees to deposit into the deferred compensation account of each employee in the bargaining unit other than Correctional Lieutenant and Sheriff's Captain (Corrections) five percent (5%) of the employee's biweekly gross salary.

On behalf of the Correctional Lieutenant and Sheriff Captain (Corrections), the County agrees to deposit into the deferred compensation account of each employee six percent (6%) of the employee's biweekly gross salary:

In order to receive this benefit, the employee must be in pay status for at least 50% of the employee's regular work schedule during the pay period for which the deposit is made and continue to be eligible for remaining in the Deferred Compensation Program.

- 8.3 Beginning with the first pay date in February of 2003, represented employees who receive deferred County-paid 401 (A) Plan benefits will pay a fee of \$.75 each pay period.

## **ARTICLE 9 – DIRECT DEPOSIT**

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

## **ARTICLE 10 – 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 prostheses of an employee, such as eyeglasses, hearing aids, dentures, watches, or articles of clothing necessarily worn or carried by the employee when any such items are lost or damaged in the line of duty without negligence of the employee. If the items are damaged beyond repair, the actual value of such items may be paid. The value of such items shall be determined as of the time of the loss thereof or damage thereto in accordance with the Personal Property Claims Guide as provided by the Board of Supervisors Resolution No. 56420, dated January 18, 1977.

## **ARTICLE 11 – STAFF DEVELOPMENT**

### **11.1 Staff Development**

The County and the 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.

### **11.2 Staff Development Benefit Allowance Program**

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

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

**11.2.1 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>
Management (0044)	\$750	\$300	\$350	\$150
Deputy Chief Probation Officer (0044)	\$950	\$300	N/A	N/A
Physical Fitness	\$400	\$0	\$200	\$0

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

**Computer Hardware, Equipment and Mobile Devices**

Staff Development Benefit Allowances may be used towards reimbursement for the purchase of computer hardware devices as defined in the County’s Staff Development Benefit Allowance Administrative Manual, as well as other computer hardware, equipment and mobile devices. Monthly service charges for internet and mobile communication connections are not reimbursable under this program. The use and approval of all computer hardware, equipment and mobile devices is subject to review by the department head (or may be delegated to a senior manager only) and is subject to the specific job requirements for each job classification in that department. All computer hardware, equipment and mobile devices must be directly job related, must be used for County business a minimum of 50% of their use and requires department head (or senior manager

designee) authorization in order to qualify for reimbursement. Department head authorization for the use of this benefit towards reimbursements for computer hardware, equipment and mobile devices must be outlined and approved in the employees' annual Professional Development Plan document and will be considered together with other staff development training and educational priorities required by the department head.

### Pro-rated Benefits-Computer Hardware, Equipment, and Mobile Devices

In addition to the pro-ration of benefits outlined in the County's Staff Development Benefit Allowance Administrative Manual, all reimbursements for computer hardware, equipment and mobile devices made within one year of resignation, termination or retirement from County employment will require the individual to reimburse the County for the costs of the computer hardware, equipment or mobile device or return it to their department in good condition.

#### 11.3 Physical Fitness

The County will make available \$400 per year for each eligible full-time employee and \$200 per year for each eligible part-time employee for use towards a physical fitness program. Employee enrollment in any physical fitness program shall be voluntary.

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 Administrative Program Document.

SCLEMA 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 Sheriffs' Department facilities. A joint labor-management committee oversees the equipment purchase and maintenance. All equipment becomes the property of the Sheriff's Department.

#### 11.4 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.

#### 11.4.1 Payment – In-service Training

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

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 Benefit Allowance if the employee were permitted time off from work at full salary.

11.5 Article 11 of this MOU shall not be grievable or appealable under any County policy, resolution, rule or contract provision.

### **ARTICLE 12 – MILEAGE REIMBURSEMENT**

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

## **ARTICLE 13 – UNIFORMS**

### **13.1 Uniforms**

Each Sheriff's office 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 Sheriff 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 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.

## **ARTICLE 14 – HOLIDAYS**

### **14.1 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.

### **14.2 Scheduled Holidays**

Scheduled holidays through the term of this Memorandum shall be as follows:

- (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 3<sup>rd</sup> Monday in February
- (5) The last Monday in May
- (6) Independence Day, July 4<sup>th</sup>
- (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.

14.3 Floating Holiday

In lieu of an additional holiday, each employee who is in pay status on the last working day of June and the first working day of July shall be granted eight (8) hours of compensatory time which may be taken as time off on a day mutually agreeable to the employee and his/her 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 14.9.

14.4 Eve Holiday Hours

In lieu of a Christmas or New Year's eve holiday (4 hours), each full-time employee who is in pay status on the last working day of June and the first working day of July, shall be granted 3 hours of compensatory time each fiscal year, which may be taken as time off of a day mutually agreeable to the employee and the appointing authority or may be accumulated as provided by this Memorandum. Subject to the same restrictions as required of full-time employees, each part-time employee shall be entitled to a prorated number of hours, as defined by Article 14.9.

14.5 Day Observed

If a scheduled holiday falls on a Saturday, the preceding Friday shall be the observed holiday. If a scheduled holiday falls on a Sunday, the following Monday shall be the observed holiday. All other scheduled holidays shall be observed on the date specified in Articles 14.2 and 14.3.

14.6 Compensation for Holidays

For the purpose of this Article 14, holiday pay is defined as eight hours of pay or compensatory time at the employee's base hourly rate, excluding shift differential, premium pays, or other specialty pays as may be authorized by this Memorandum of Understanding. This holiday benefit shall be reduced proportionally by any unpaid time in the pay period in which the holiday falls.

- 14.7 A full-time employee whose assigned work schedule does not include the observed holiday, shall receive 8 hours of compensatory time or 8 hours of paid holiday time.

- 14.8 An employee who must occupy a fixed-post position that requires staffing 24 hours a day, seven days a week, 365 days per year who is required to work on an observed holiday (Articles 14.2 and 14.3) and such employee actually works on that observed holiday, shall receive the employee's regular pay for that work day plus eight (8) hours of compensatory time to be taken off at a future date mutually agreeable to the employee and the employee's supervisor. A part-time employee whose regular and assigned work schedule requires the employee to work on an observed holiday (Article 14.2 and 14.3) and such part-time employee actually works on that observed holiday shall receive the employee's regular pay for that work day plus the appropriate pro-ration of compensatory time (Article 14.9) to be taken off at a future date mutually agreeable to the employee and the employee's supervisor. If a full-time or part-time employee whose regular and assigned work schedule would require the employee to work on an observed holiday, but the employee is authorized to be off-duty on that day, then such employee shall be paid eight (8) hours holiday pay or the appropriate pro-ration for a part-time employee; in the case of a 4/10 employee, the employee would also be paid for two (2) hours of sick leave, if authorized, or two (2) hours of vacation or compensatory time, if authorized. A part-time employee in this same circumstance would receive the appropriate pro-ration of sick leave, vacation or compensatory time as appropriate.
- 14.9 Any part-time employee shall, for each holiday in the pay period, receive holiday pay or compensatory time off equivalent to 1/10 of an hour regularly scheduled to be worked based on the employee's ongoing work schedule. If the employee's total hours in pay status (excluding the holiday benefit) exceeds the hours regularly scheduled to be worked, the employee shall receive holiday pay equivalent to 1/10 of an hour for each hour in pay status (excluding the holiday benefit). This holiday pay shall not exceed eight (8) hours for each holiday.

## **ARTICLE 15 – VACATION**

### **15.1 Vacation Accrual**

Each represented management employee in this unit shall accrue vacation at the rate specified in the table in Article 15.3. The rate of accrual of vacation shall include the equivalent of 56 annual hours of administrative leave available to Law Enforcement Management employees. Each such employee may use vacation

leave with full pay providing that the maximum accumulation of such unused leave shall be equivalent to his/her accrual for fifty-two (52) pay periods at his/her current rate of accrual.

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

15.3 Each employee who has completed the following in-service hours of completed service shall accrue vacation leave at the appropriate rate shown below. Rates shown below will be adjusted to reflect any unpaid time in each pay period. Increased maximum accruals and accumulations will be effective the pay period following the adoption of this MOU by the Board of Supervisors.

YEARS OF COMPLETED FULL-TIME SERVICE			INSERVICE HOURS OF COMPLETED SERVICE			RATED FOR 80 INSERVICE HOURS	MAXIMUM ACCUMULATED HOURS
0	through	2	0.0	to	4174.2	5.22	271.44
2	through	5	4174.3	to	10435.6	5.83	303.16
5	through	10	10435.7	to	20871.2	6.90	351.00
10	through	15	20871.3	to	31306.8	8.13	406.84
15	through	20	31306.9	to	41742.4	8.74	439.08
20	through	25	41742.5	to	52178.0	9.35	447.00
25	or	greater	52178.1	or	more	9.66	463.00

15.4 Each employee with 10435.7 In-service hours (five or more years) who resigned in good standing and is reappointed within two years, shall be credited with 4174.3 in-service hours (2 years) of service for purposes of new vacation accrual. Each employee who was laid off and is reappointed within two years shall be returned to the place on the accrual table (in 15.3 above) that the employee occupied when laid off.

15.5 Vacation Schedules

Vacation schedules shall be arranged by department heads with particular regard to the needs of the service, and whenever possible, with regard to the wishes of the employee. Every effort shall be made to arrange vacation schedules so that each employee will take as much vacation in each year as accrues to the employee in

that year. Each employee's vacation time may be so divided as the needs of the service require or permit. No employee may take vacation without advance approval of the department head or department head designee. No employee may take vacation leave in advance of that actually accumulated at the time such leave is taken.

15.6 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.

15.7 Vacation Buy Back

Each employee in this bargaining unit may request and receive payment up to a total of eighty (80) hours of accrued vacation within a calendar year. Such request shall be made during any biweekly pay period.

Effective with the first pay date in January 2001, all buy backs will be subject to an eighty (80) hour maximum in a twelvemonth period.

**ARTICLE 16 – SICK LEAVE**

16.1 Accrual and Use

Each full-time employee shall accrue and accumulate sick leave with full pay at the rate of 3.68 hours for each completed eighty hour pay period of service. In-service hours include all hours in pay status excluding overtime. This rate shall be adjusted to reflect any unpaid time in each pay period. Part-time employees shall be eligible to receive sick leave on a prorata basis. Usage and accrual of said benefits shall be governed by the same rules and regulations applicable to full-time employees

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

- a. During the employee's own incapacity due to illness or injury.

- b. During the time needed by the employee to undergo medical or dental treatment or examination.
- c. During a pregnancy disability leave in which the female employee is incapacitated due to the imminent or actual birth of a child.
- d. When a child, stepchild or spouse or domestic partner of an employee, being a member of the employee's household or a person for whom the employee is entitled to a Federal Income Tax dependent exemption, or the parent of an employee or spouse is incapacitated by illness or injury and it is necessary for the employee to care for such child, stepchild, spouse, or parent or domestic partner of the employee or spouse. Parent for purposes of this article is defined as a biological, foster or adoptive parent, step-parent, legal guardian or other person who stood in place of parent to the employee when the employee was a child. A biological relationship is not necessary for a person to have stood in place of parent to the employee as a child.

Sick leave under this paragraph (d) shall not exceed 48 hours per occurrence unless extended by joint action of the employee's department head and the Human Resources Director by reason of exceptional hardship.

#### 16.3 Sick Leave Affirmation

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.

#### 16.4 Sick Leave Conversion

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

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

A balance of 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, commencing in January 2000, and shall be based on the sick leave balance at the end of the first full pay period of the preceding December. Employee must be in paid status or on an approved leave during the second pay period in January to exercise this option.

16.5 Sick Leave Pay Off

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.

16.6 Sick Leave Pay Off For 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.

16.7 Sick Leave Credit At Regular Retirement

The Board of Supervisors shall amend County Ordinance No. 3807 to allow each Law Enforcement Management employee who separates from County service on a service retirement only to have the option of converting one hundred percent (100%)

of all unused sick leave remaining to such employee's credit at the time of retirement to retirement service credit as provided by Government Code Section 31641.03. This provision shall not be used in conjunction with Article 15.5.

#### 16.8 Family Leave

Each eligible employee is entitled to Family Leave as provided by the Family and Medical Leave Act (FMLA) and the California Family Rights Act (CFRA), as amended. The FMLA and CFRA leaves run concurrently as provided by law. A full-time or part-time employee with more than 12 months of County service and at least 1,250 hours of service during the previous 12 month period may request up to 12 weeks of Family Leave within a 12 month period. In some circumstances, an extra-help employee may be eligible for Family Leave. Reason for the Leave may be the birth or adoption of a child or the placement of a foster child (within one year of the event) or the serious health condition of a child, spouse or parent or the employee's own serious health condition. Child is defined as a biological, adopted or fosterchild, 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 12 work weeks during any 12 month period. This limitation does not apply to leave taken by one spouse to care for the other, to care for a seriously ill child or for the employee's own illness. Under those circumstances, each of the employees would be entitled to 12 weeks of Family Leave.

The appointing authority shall grant such Leave Without Pay which qualifies as Family Leave, in addition to the paid sick leave provided for in Article 16.1 upon submission of reasonable documentation. If the employee requests a paid or unpaid leave of absence for any reason which qualifies as Family Leave, the County shall designate that the leave of absence run concurrently with the employee's Family Leave entitlement. Prior to going on a leave without pay which qualifies as Family Leave, an employee may be required to use certain accrued paid leaves, as stated in County Leaves of Absence Guidelines.

The County shall continue its contribution towards the health plan premium for up to 12 work weeks of the leave. Nothing in this section shall preclude the use of

medical or pregnancy disability leave in Article 5.6.1 when the employee is medically incapacitated or disabled. If an employee does not qualify for continued benefits under this article or Article 5.6.1 (Medical or Pregnancy Disability Leave) and wishes to continue benefit coverage, then Article 5.6.2 of this memorandum applies. If the event necessitating the leave becomes known to the employee more than 30 calendar days prior to the employee's need for the leave, the employee shall provide 30 calendar days written advance notice to the appointing authority. If the event becomes known to the employee less than 30 days prior to the employee's need for a leave, the employee shall provide as much written advance notice as possible, and, at a minimum, a written notice no less than five (5) working days from learning of the event. If the event necessitating the leave is an emergency or is otherwise unforeseeable, the employee shall provide as much written advance notice as possible. If the leave is for a planned medical treatment, the employee must make a reasonable effort to schedule the treatment to avoid disruption of departmental operations.

This provision shall be interpreted as the legal minimum Family Leave available to eligible employees. The appointing authority may grant additional leave without pay under this section provided it is consistent with the applicable provisions of County rules and policies, and other provisions of this memorandum

#### **ARTICLE 17 – 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) 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 in place of parent and the parent 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 16 hours of sick leave may be granted to supplement compassionate leave.

#### **ARTICLE 18 – COURT LEAVE**

A full-time or part-time employee is entitled to a leave of absence with pay at the employee's base hourly rate to respond to an enforceable subpoena to appear in a court or

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

#### **ARTICLE 19 – 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 competent jurisdiction. Any employee summoned for jury duty shall as soon as possible notify his or her supervisor. The employee shall be entitled to a leave of absence with full pay for such period of time as may be required to attend the court in response to such summons. An employee may retain such payment as may be allowed for travel but shall make payable to the County of Sonoma any and all fees which the employee may receive in payment for service as a juror.

#### **ARTICLE 20 – VOTING**

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

## **ARTICLE 21 – SABBATICAL LEAVE**

- 21.1 A department head, within his/her sole discretion, may allow a Law Enforcement Management employee a sabbatical leave from the employee's position with the County for a period not to exceed six calendar months. Prior to commencing the leave, the employee must have served the equivalent of seven (7) years of full-time service in pay status in a position or positions designated by the County as Law Enforcement Management. Each subsequent sabbatical leave shall require the equivalent of an additional seven years of similar service. Any unpaid absence from work which lasted longer than two full pay periods shall not be counted in the qualifying period.
- 21.2 A Law Enforcement Management employee must apply for the sabbatical leave in writing to the employee's department head who shall respond to the request in writing by either approving or disapproving the leave. The decision of the department head is final, non-appealable, and non-grievable under any County policy, resolution or rule or the Grievance Procedure of this Memorandum.
- 21.3 During the sabbatical leave and notwithstanding any other provision of this Memorandum nor any other County policy, resolution or rule, the employee shall not receive any regular salary or pay; however, the County shall continue to make its normal contributions for the employee's health, dental, vision care, life, long-term disability benefits, and any other such health and welfare benefits as may be granted Law Enforcement Management employees in the future, as were paid at the commencement of the leave. The employee shall make appropriate payments acceptable to the Auditor-Controller in order to continue dependent health care coverage during the period of the sabbatical leave. If the employee does not elect to continue dependent coverage the County shall pay the employee only premiums.

## **ARTICLE 22 – DISASTER LEAVE**

Upon approval of the appointing authority, County Employees may donate accrued compensatory time and vacation leave to other County employees who have lost time during a Board of Supervisors' declared state of emergency. Such donated time will not exceed the total amount of time lost by the receiving employee including vacation,

compensatory time used and any unpaid leave incurred. Donations must be made no later than 90 days from the last day lost by the employee.

### **ARTICLE 23 – EMPLOYMENT IN MORE THAN ONE POSITION**

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

### **ARTICLE 24 – EMPLOYEE ASSISTANCE PROGRAM**

The County and the Association agree to continue the Employee Assistance Program to assist employees who are experiencing personal problems which the employee believes may be affecting his or her job performance. Employee participation in the Employee Assistance Program shall be voluntary, confidential, and not used for or considered in matters relating to performance evaluations or discipline.

### **ARTICLE 25 – ANNUAL PHYSICAL**

- 25.1 Each employee in the Bargaining Unit who has a work schedule of at least 60 hours per pay period shall be eligible to obtain a complete annual medical examination from the County's provider of occupational health services. These examinations should be scheduled not much less than one year apart. The cost of the Physical Examination shall be paid for in total by the County of Sonoma.
- 25.2 Employees who work a schedule of less than sixty hours in a pay period shall not be eligible for the Annual Physical.

### **ARTICLE 26– RETIREMENT**

#### **26.1 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 March, 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 contribution of three percent (3%) to their 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 a subsequent agreement between the County and the SCLEMA. 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.

#### 26.2 3% at 60 Retirement Program

Effective June 22, 2004, the 3% at 60 enhanced retirement program will be available to represented employees who are contributing general members of SCERA, with the understanding that the County will work with all other organizations representing general member employees to implement this option prospectively on the same date. Both parties understand that the 3% at 60 benefit shall be implemented for all general members on the same date.

On the above date, represented general members of SCLEMA will begin contributing an additional 3.03% of any compensation from which retirement deductions are required to be made under the 1937 Act to their employee retirement account. This additional contribution shall be deducted from the employees' compensation pretax and shall become part of the accumulated retirement contributions of the employees. This contribution to defray the cost of the unfunded accrued actuarial liability for any past service due to the enhanced retirement program will continue unless modified by a subsequent agreement between the County and the SCLEMA. The amortization period for funding the unfunded accrued actuarial liability for any past service due to the enhanced retirement program described above has been established by SCERA to be twenty (20) years. Represented employees also will pay a pretax statutory contribution of approximately 1% to 1.25% contingent upon age of entry into the retirement system. Additionally on this date, one percent (1%) of the employer-paid deferred compensation (457) contribution will cease and will be re-directed during this twenty-year period to pay one percent (1%) of the normal retirement cost going forward. Additional savings from the County Health Plan revisions (.20%) are also directed to fund the normal cost above.

### 26.3 Retirement – Credit for Prior Public Service

In addition to any other retirement buyback provision, employees who are contributing members of the Sonoma County Employees Retirement Association can purchase retirement credit for public service time rendered prior to employment with the County of Sonoma pursuant to Government Code Sections 31641.1 and 31641.2 during the term of this MOU.

## **ARTICLE 27 – GRIEVANCE PROCEDURE**

The County and the Association agree that the grievance procedure established for the employees covered by the Memorandum of Understanding shall be the County Grievance Procedure established by the Board of Supervisors' Resolution 74211B on May 10, 1983, or as it may be amended in the future, with the following limitation. Any aspect or "step" of the County Grievance Procedure pertaining to only the Grievance Appeals Committee shall not apply so that a grievant may appeal the decision of department head directly to the Board of Supervisors in accordance with Section 6(h) of the County Grievance Procedure.

## **ARTICLE 28 – MANAGEMENT RIGHTS**

- 28.1 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.
- 28.2 The County has and will continue to retain exclusive decision making authority on matters not officially and expressly modified by specific provisions of this Memorandum, and such decision making shall not in any way, directly or indirectly, be subject to any grievance procedure.
- 28.3 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 of 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. The County retains its right to assign and place volunteers in accordance with County policy.

## **ARTICLE 29 – UNLAWFUL DISCRIMINATION**

Provisions of the Memorandum of Understanding shall be equally applied to all employees in the unit without unlawful discrimination as to age, sex, race, color, national origin, ancestry, religion, physical handicap, medical condition (cancer related), marital status or sexual orientation. The parties agree that the prohibition against sexual discrimination includes sexual harassment. The County and Union shall share the responsibility of the application of this provision. An employee alleging unlawful discrimination may utilize the County's Equal Employment Opportunity Discrimination Complaint Procedure to first seek adjustment of a complaint, but may not use the Grievance Procedure of this Memorandum of Understanding.

## **ARTICLE 30 – ASSOCIATION**

### **30.1 Paid Leave "Pool"**

Upon request, and after approval of the Employee Relations Manager, the County may 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 unit covered by the Memorandum of Understanding. The total number of hours of Association paid leave will be 100 hours per fiscal year during the term of this Memorandum and be available for use as a pool of hours, all to be used by Association representatives. 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 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.

The Union shall defend, indemnify, hold harmless, release and save the County, its agents and employees, from and against any and all claims, demands, suits, orders, judgments, expenses or other forms of liability arising out of or in connection with this Article and/or any action taken or not taken by the County and/or the Union under this Article, including, but not limited to, Union members taking paid release time to attend to Union business. This indemnification clause shall be in addition to any other remedy available to the County under this contract or provision of the law.

### **ARTICLE 31 – NO STRIKE**

- 31.1 A material inducement in 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.
- 31.2 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 immediate and severe discipline up to and including discharge.
- 31.3 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.

- 31.4 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.
- 31.5 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 32 – FULL UNDERSTANDING, MODIFICATION, WAIVER**

- 32.1 This Memorandum of Understanding sets forth the full and entire understanding of the parties regarding the matters set forth herein. Any other prior or existing understanding or agreements by the parties, whether formal or informal, regarding any such matters are hereby superseded or terminated in their entirety.
- 32.2 Except as specifically provided herein, it is agreed and understood that the Association voluntarily and unqualifiedly waives its right to and releases the County from any obligation to meet and confer on any subject or matter contained herein. The Association acknowledges that the County has fulfilled its obligations under Government Code Section 3505 for fiscal year 2008-09 except as provided below in Article 32.3.
- 32.3 Exceptions to Waiver Clause  
The following subjects on employee working conditions are covered under the meet and discuss guarantees of this Article: vacation scheduling and use; shift transfer; vehicle policy; assignment transfer; meal policy; safety equipment; uniform specifications; and significant changes in the work schedule of a group of employees in a formally designated work unit, division, or department (for example, a significant change would be a change from a 4/10 plan to a 5/8 plan or vice versa for all employees in a work unit, division, or department). When the County desires to modify a written departmental policy pertaining to one or more of the foregoing

working condition subjects, it shall notify the Association in writing of the modification and offer to meet with it and fully discuss in good faith the proposed modification. These meet and discuss procedures are not to be construed as meet and confer obligations under Government Code 3505 or 3504.5. However the County and the Association shall each consider fully the proposals and positions of the other. During the meet and discuss period, either the County or the Association may request the assistance of a State Mediator. If no agreement is reached by the County and the Association, the County may implement the modification after meeting and discussing in good faith for 30 calendar days from the date the Association received the County's written notice of proposed modification regardless of the presence or availability of a State Mediator. If the Association agrees with the County's modification plans or the Association chooses not to respond to the County's written notice of modification, the County may implement the modification at any time. This Article 32.3 shall not be subject to the Grievance Procedure of this Memorandum except if the County fails to provide the required 30-day notice of a proposed change. Any ruling under Article 32 shall be limited to ordering the County to comply with this Article 32.3.

- 32.4 No agreement, alteration, understanding, variation, waiver, or modification of any of the terms or provisions contained herein shall in any manner be binding upon the parties hereto, unless made and executed in writing by the parties hereto, and if required, approved and implemented by County's Board of Supervisors.
- 32.5 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.
- 32.6 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 33 – INVALID SECTIONS**

- 33.1 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.

- 33.2 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 34 – BILINGUAL PAY**

- 34.1 When a Department Head designates a Law Enforcement Management position which requires bilingual skills on the average of at least ten percent (10%) of the employee's work time, such an employee in the designated position shall first demonstrate a language proficiency of job-related terminology acceptable to the Department Head (or designee) and the Human Resources Director. Thereafter, the employee shall be entitled to the payment of ninety cents (\$.90) per hour of bilingual pay differential for every hour the person actually worked.
- 34.2 When a department head determines that a designated bilingual employee is no longer utilizing his/her bilingual skills at least ten percent (10%) of the employee's time for three consecutive pay periods, said employee may be removed from the list of designated bilingual employees. Thereafter, the employee will no longer be entitled to receive bilingual premium pay, unless redesignated by the department head at a later date.
- 34.3 Daily assignment: When: (a) a department head has designated a represented position which requires bilingual skills on the average of at least ten percent (10%) of the employee's work time; (b) an employee has been assigned on an on-going basis to carry out such assignment; and, (c) the employee so assigned becomes absent by virtue of temporary leave such as sick leave, vacation, or compensatory time off, then the department head may assign an employee to carry out the required bilingual duties of the assigned position on a daily basis. This back-up

person, having first demonstrated a proficiency of job-related terminology acceptable to the department head and the Human Resources Director, shall be entitled to the payment of ninety cents (\$.90) per hour for all hours actually worked in a daily assignment.

### **ARTICLE 35 – LIMITED REOPENERS**

#### **35.1 Voluntary Time Off Program**

Upon written request of either the County or the Association, the Memorandum of Understanding will be reopened to meet and confer regarding any proposal for a Voluntary Time Off Program.

### **ARTICLE 36 – DISTRIBUTION OF MEMORANDUM OF UNDERSTANDING AND ENACTMENT**

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

36.2 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**

**/s/ Ann Goodrich**

\_\_\_\_\_  
Ann Goodrich, HR Director

\_\_\_\_\_  
Date

**/s/ Dan Fulks**

\_\_\_\_\_  
Dan Fulks, Labor Relations Director

\_\_\_\_\_  
Date

**SCLEMA-LAW ENFORCEMENT  
MANAGERS-ASSOCIATION**

**/s/ Philip Lawrence**

\_\_\_\_\_  
Philip Lawrence, President of SCLEMA

\_\_\_\_\_  
Date

**/s/ John Noble**

\_\_\_\_\_  
John Noble, Chief Negotiator

\_\_\_\_\_  
Date

(Signed document on file with Employee Relations)

## APPENDIX A

A1.1 Employees in classifications in the Law Enforcement Management bargaining unit shall be paid from the salary ranges as shown herein during the term of this Memorandum of Understanding

Salary Ranges Effective February 24, 2009

### UNIT 44 LAW ENFORCEMENT MANAGERS

Job Class	Title	2/24/2009 Salary Range "A" Step	Minimum Monthly Equivalent	Maximum Monthly Equivalent
4254	CHF WELFARE FRAUD ADV INT POST	4409	\$7,668	\$9,319
4250	CHF WELFARE FRAUD INV INT POST	4304	\$7,486	\$9,098
4227	CHIEF CRIMINAL INV ADV POST	5904	\$10,269	\$12,481
4226	CHIEF CRIMINAL INV INT POST	5761	\$10,020	\$12,178
4225	CHIEF CRIMINAL INVESTIGATOR	5622	\$9,778	\$11,884
4249	CHIEF WELFARE FRAUD INVESTIGAT	4199	\$7,303	\$8,875
1698	COMMUNICATIONS DISPATCH MANAGE	3985	\$6,931	\$8,425
4164	CORRECTIONAL LIEUTENANT*	4852	\$8,439	\$10,260
3238	DEPUTY CHIEF PROBATION OFFICER	5140	\$8,940	\$10,867
3232	PROBATION DIVISION DIRECTOR I	3797	\$6,604	\$8,027
3234	PROBATION DIVISION DIRECTOR II	4179	\$7,268	\$8,834
4130	SHERIFFS CAPTAIN CORRECTIONS*	5534	\$9,625	\$11,700

\*Per section 4.1 B, for the duration of this MOU, the classifications of Sheriff's Captain Corrections and Corrections Lieutenant in this bargaining unit (44) shall receive the same base wage rate as the Sheriff's Office Captain and Lieutenant in the DSLEM bargaining unit (43).

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