

# MEMORANDUM OF UNDERSTANDING

*BETWEEN*

**THE COUNTY OF SONOMA**

*AND*

**THE SONOMA COUNTY LAW ENFORCEMENT ASSOCIATION  
(SCLEA)**

**2003 - 2007**

LAW ENFORCEMENT NON-SUPERVISORY, UNIT 40

LAW ENFORCEMENT SUPERVISORY, UNIT 41

CORRECTIONS AND PROBATION - NON-SUPERVISORY, UNIT 30

CORRECTIONS AND PROBATION - SUPERVISORY, UNIT 70

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**MEMORANDUM OF UNDERSTANDING**  
**BETWEEN THE COUNTY OF SONOMA**  
**AND THE SONOMA COUNTY LAW ENFORCEMENT ASSOCIATION**  
**(SCLEA)**  
**2003 – 2007**

**PREAMBLE**

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

The parties jointly agree to recommend to the County Board of Supervisors the adoption of this Memorandum effective March 4, 2003, unless otherwise specified. This Memorandum shall apply only to those classifications listed within each bargaining unit under Recognition Article 2.

**ARTICLE 1 - TERM**

1.1 Effective Dates

The following items shall constitute the wages, hours and other terms and conditions for employees in classifications as listed in Article 2 of this Memorandum of Understanding. The parties agree that all changes contained herein will become effective on March 4, 2003, unless otherwise specified. This Memorandum shall expire and otherwise fully terminate at 12:00 midnight on June 18, 2007.

1.2 Notice for Successor Memorandum

In the event the Association desires to negotiate a successor Memorandum of Understanding, the Association shall serve on the County by December 1, 2006, its written request to commence negotiations as well as its written initial proposals for any successor Memorandum of Understanding.

**ARTICLE 2 - RECOGNITION**

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

Law Enforcement Non-Supervisory - Unit 40

- D.A. Investigator I
- D.A. Investigator II
- D.A. Investigator Trainee
- Fire Inspector
- Park Ranger I
- Park Ranger II
- Welfare Fraud Investigator Trainee
- Welfare Fraud Investigator I

Welfare Fraud Investigator II  
Law Enforcement Supervisory - Unit 41  
Senior D.A. Investigator  
Senior Welfare Fraud Investigator

Corrections & Probation Non-Supervisory - Unit 30

Children's Residential Care Counselor I  
Children's Residential Care Counselor II  
Communications Dispatcher I  
Communications Dispatcher II  
Correctional Officer I  
Correctional Officer II  
Juvenile Correctional Counselor I  
Juvenile Correctional Counselor II  
Juvenile Correctional Counselor III  
Probation Industries Crew Supervisor  
Probation Officer I  
Probation Officer II  
Probation Officer III  
Senior Communications Dispatcher

Corrections & Probation Supervisory - Unit 70

Correctional Sergeant  
Supervising Children's Residential Care Counselor  
Juvenile Correctional Counselor IV  
Probation Officer IV  
Probation Industries Field Supervisor  
Supervising Communications Dispatcher

**ARTICLE 3 - DEFINITIONS**

3.1 Non-Application

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

3.2 Definitions

Approved Leave Of Absence: Any paid or unpaid absence from work that has been approved by the employee's department head.

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

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

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

Calendar Year: January 1<sup>st</sup> through December 31<sup>st</sup>.

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

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

Department Head: The Chief Probation Officer, District Attorney, Sheriff Coroner, Director of Human Services, Director of Fire/Emergency Services, Director of Regional Parks, or their designee.

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 eighty (80) hours of work in each pay period.

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

Exempt Employee: An employee who is not covered by the provisions of the Fair Labor Standards Act (FLSA).

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

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

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

Non-Exempt Employee: An employee designated by the County to be covered by the provisions of the Fair Labor Standards Act.

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

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

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

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

Regular Work Period: The determination by the County of the fixed regularly recurring work period used for the determination of statutory overtime. For non-sworn, non-exempt employees the regular work period is seven (7) consecutive days which currently begins at 12:01 a.m. Tuesday morning. For sworn, non-exempt employees the regular work period is currently fourteen (14) consecutive days which coincides with the County's bi-weekly pay period.

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

Regular Work Day: A 24-hour period containing a specified number of hours of work and normally interrupted by a meal break.

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

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

Statutory Overtime: Overtime that is required by FLSA. Currently, for the non-sworn, non-exempt employee it is all hours worked in excess of 40 in a regular 7 day work period. For the sworn, non-exempt employee, it is all hours worked in excess of 86 in a regular 14 day work period.

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

### 3.3 Fair Labor Standards Act Not Incorporated

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

## **ARTICLE 4 - MANAGEMENT RIGHTS**

### 4.1 Retention of Rights

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

### 4.2 Non-Grievability of Decision Making Authority

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

4.3 Exclusive Rights

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

4.4 Contracting-Out

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

**ARTICLE 5 - ASSOCIATION RIGHTS**

5.1 Bulletin Boards

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

5.2 Communications

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

5.3 Work Access

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

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

5.4 Dues Check Off

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

5.5 Successor Memorandum Procedures

The County and the Association will strive to arrive at mutually agreeable ground rules to cover any element of the meet and confer process for a successor Memorandum of Understanding. Reasonable release time shall be granted to Association representatives for purposes of meeting and conferring toward a successor MOU. Release time shall be afforded for a maximum of nine (9) representatives in successor MOU negotiations for purposes of time spent in meeting and conferring.

5.6 Non-Discrimination

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

5.7 Time for Association Activities

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

5.8 Paid Leave "Pool"

- a. Upon request, the County will grant Association paid leave to Association representative(s) to attend to Association business when such business would conflict with the work schedule of an employee representative(s). "Association business" shall mean Association Executive Board meetings, conventions, seminars or other Association events, all of which must be related to employer-employee relations and involving matters solely pertaining to the bargaining units covered by this Memorandum of Understanding. The total number of hours of Association paid leave will be 400 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, other than the President. Association representatives must contact the Association office to request such paid leave. Additional release hours beyond the annual pool of paid Association leave hours may be granted by the County for Association business on an unpaid leave basis or by the employee representative requesting use of accrued vacation and/or compensatory time off. The County shall not unreasonably deny a request for paid Association business leave or unpaid leave, vacation and/or compensatory time off for Association business unless the County determines the number of Association representatives requesting time off for Association business would create an undue hardship on operational effectiveness, including excessive overtime costs to replace the absent Association representative(s). Upon request, the Association can roll over up to a maximum of 100 unused paid leave pool hours from one fiscal year to the next.

b. Full-Time President's Release Time

The Association agrees to pay for the full-time release (2,080 hours + 30% benefits costs) of its current elected President. Up to a maximum of 500 of the 2,080 hours of release time may be donated voluntarily by represented employees, on a form agreed to by the parties.

5.9 Representation Assistance

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

5.10 Use of County Facilities

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

5.11 Data-Run - All Employees in Units

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

5.12 Data Run - New Employees in Units

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

5.13 Board Agenda

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

## **ARTICLE 6 - EMPLOYEE RIGHTS**

6.1 Personal Property Reimbursement

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

6.2 Personal Property Reimbursement Supplement - Damage to Employee Vehicles

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

### 6.3 Safe Conditions

The County is concerned with the employees' safety and the availability of safe working places and conditions for its employees. The County will endeavor throughout the term of this Memorandum to provide and maintain a safe place of employment for its employees. On behalf of the employees it represents, the Association agrees that it is the duty of all employees in the course of performing their assigned duties to be alert to all unsafe places, equipment, and conditions, and to report any such unsafe practices or conditions to their immediate supervisor. It is further agreed and understood that the foregoing commitment to safety does not specifically establish a staffing level(s) within the Sheriff's Department, Probation Department, District Attorney's Office and the Human Services Department.

The Probation Department agrees that employees who supervise offenders will be provided separate boots and safety gear, not to be shared with offenders.

### 6.4 Employee/Association Safety Appeals

The Association agrees that it and employees it represents shall first exhaust the safety complaint and appeal procedures of the County's Safety Program prior to utilizing the grievance procedure of this Memorandum. If the employee and Association have exhausted those procedures through the departmental and County safety committees and Board of Supervisors and still believe the safety complaint has not been resolved, the Association may file a written grievance at the arbitration step (Article 31.13) of the grievance procedure of this Memorandum using the date of the last formal response from the County to the safety complaint in place of the "Step Three" response.

### 6.5 Personnel Files

An employee shall have the right to inspect and review any personnel file or record relating to his performance as an employee which is kept or maintained by the County. The County shall provide an opportunity for the employee to respond in writing to any information contained therein with which he disagrees. Such response shall become a permanent part of the employee's personnel file. The employee shall be responsible for providing the written responses to be included as part of the employee's personnel file. At his request, an employee shall be provided one copy of any document placed in the employee's personnel file. No employee shall have any comment adverse to his interest entered in his personnel file without the employee having first read and signed the document containing the adverse comment, except that such entry may be made if after reading the document the employee refuses to sign it. Should an employee refuse to sign, the fact shall be noted on the document. The County and Association agree that Personnel files and records are confidential. It is further understood and agreed that reference letters and background investigations are exempt from review by the employee or the Association. Should an employee wish to have an Association or non-Association representative review his personnel file and/or records in the employee's absence, he will provide the Association or non-Association representative with a signed letter indicating the employee's consent to have his file and/or records reviewed. The Association or non-Association representative shall present said consent letter to the employee's department head or his designee prior to reviewing said employee's file and/or records. All personnel files and records are and remain

the property of the County. Each department head shall keep one personnel file for each employee in the bargaining units covered by this Memorandum of Understanding. Time for inspection and review of such files and/or records shall be available to the employees at any reasonable time during the regular business hours of the County.

6.6 Uniform Review Process - Written Reprimand

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

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

7.1 Salaries

- a. Salary ranges shall be as specified in Appendix A for each classification contained within each of the units represented by the Association. Salary ranges reflect a general increase at the "A" Step of one and seven-tenths percent (1.7%) for the Fire Inspector series, two percent (2%) for the Park Ranger I and II and three percent (3%) for all other classifications effective 3/4/03; for all classifications, three and one-half percent (3.5%) effective 3/2/04; for all classifications, three and one-half percent (3.5%) effective 3/1/05; and for all classifications, three and one-half percent (3.5%) effective 3/14/06. For all classifications, effective 3/13/07 a general increase of one-quarter (1/4) of the product of the average of the Consumer Price Index (1982-84 =100) for Urban Wage Earners and Clerical Workers for San Francisco-Oakland-San Jose over the prior twelve (12) months (six bi-monthly periods) ending the month of December, 2006, with a minimum COLA of two and one-half percent (2.5%) and a maximum COLA of five percent (5%) (1/4 equals .63% minimum, and 1.25% maximum).

Additional equity increases are also reflected in the salary range for each of the following classifications:

	<u>3/4/03</u>
D.A. Investigator Series	2%
Correctional Sergeant	5%
Deputy Probation Officer I	7%
Fire Inspector	1.5%
Correctional Officer I & II	1%

b. Salary Reopener - CPI - Year 3 and Year 4

If the Consumer Price Index (1982-84=100) for Urban Wage Earners and Clerical Workers for San Francisco-Oakland-San Jose annual average of the prior twelve (12) months (six bi-monthly periods) ending the month of December 2004 and December 2005 rises above five percent (5%), the parties will reopen for meet and confer regarding the cost of living increase.

7.2 Salary Upon Employment

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

7.3 Advanced Step Upon Employment

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

7.4 Reappointment Consideration

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

7.5 Extra-Help to Permanent Appointment

An extra-help employee who is appointed to an allocated part-time or full-time position in any class and without a break in service, shall be paid at a step which is nearest in amount to that of the step received in the class held immediately prior to such appointment. Employment at a higher salary step not to exceed the maximums of the range may be authorized upon recommendation of the department head.

7.6 Salary Upon Restoration

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

7.7 Salary Upon Promotion

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

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

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

7.8 Advanced Salary Upon Promotion

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

7.9 Salary Upon Demotion During Probation

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

7.10 Salary Upon Involuntary Demotion

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

7.11 Salary Upon Voluntary Demotion

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

7.12 Salary Upon Reappointment from Voluntary Demotion

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

7.13 Salary Upon Transfer

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

7.14 Salary Upon Reallocation of Class

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

7.15 Salary Upon Reclassification of Position - Same Salary

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

7.16 Salary Upon Reclassification of Position - Higher Salary

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

7.17 Salary Upon Reclassification of Position - Lower Salary

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

7.18 Merit Advancement Within Salary Ranges

Merit increases within a range shall not be automatic. They shall be based upon merit and shall require a written performance evaluation with a minimum satisfactory overall rating. An employee with a less than satisfactory overall rating on the employee's most recent performance evaluation shall not be eligible for a merit increase until the employee receives an overall rating of satisfactory. The performance evaluation shall be reviewed by the employee's department head and approved

in writing prior to the granting of any merit increase. Merit increases shall be made within the appropriate salary range for the class by computing the new salary step rate which is most closely equivalent to five percent (5%) higher than the previous base hourly rate.

7.19 Performance Appraisals

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

7.20 Salary Upon Advancement Within a Range

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

7.21 Effective Date of Merit Increase

If the employee's date of eligibility for a merit increase occurs during the first 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.

7.22 Salary Upon Temporary Assignment to a Higher Class

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 completes a training period in the higher classification of one hundred twenty (120) hours aggregate, shall be paid thereafter as follows: according to the salary of the range for the new class which would constitute an increase in salary at the step most closely equivalent to five percent (5%) greater than the employee's salary before promotion, but not less than minimum salary of the new class, nor greater than the maximum salary of the new class. The employee shall receive this salary as long as the employee continues to serve in such assignment and shall be entitled to receive increases for the position in accordance with the merit increase section of this Memorandum as though the employee had been appointed on the day that the employee began to receive the salary designated for the position. All other benefits to which an employee is entitled under the terms of this MOU shall continue and no additional benefits will be provided to employees temporarily assigned to a higher class. The employee will have the right to refuse higher classification assignments.

At the completion of the one hundred twenty (120) hour period, the employee and Department must complete the appropriate personnel forms for approval by the Human Resources Department.

7.23 Subsequent Reassignment

An employee subsequently reassigned after the completion of the one hundred twenty (120) hour training period in Article 7.22 will receive immediately the salary provided in 7.22 above.

7.24 Salary Upon Disciplinary Reduction In Pay

No disciplinary reduction in salary step(s) shall exceed five percent (5%) over a time period of one thousand and forty hours (1,040) and shall not result in a step placement less than the minimum for the Class. A reduction in compensation shall apply only to regular hours worked and hours treated as hours worked, which currently includes paid administrative leave, jury duty leave, military leave and compassionate leave. The rate reduction excludes premiums, overtime, vacation and compensatory time accruals and usage, and vacation, sick and compensatory time pay off. Employees may appeal to the Civil Service Commission from an order reduction in compensation pursuant to the Rules of the Civil Service Commission.

**ARTICLE 8 - SPECIAL COMPENSATION BENEFITS**

8.1 Special Compensation Premium Pays

Premium pays provided in this Memorandum will not be added to an employee's base hourly rate for computing overtime or any other differential, premium pay, or any other specialty pay unless specifically provided for in this Memorandum or as required by law.

8.2 Specialist Premiums

The County will provide specialist premium compensation to employees whom the Department Head assigns to a specialized unit of duty from among those assignments listed below. The specialist premium compensation shall be in lieu of any other payment for hazard pay and for any other payment for any and all hours of overtime worked while attending or participating in mandatory training in such specialty, except as otherwise required by law. Employees assigned to a specialist assignment will receive the specific premium identified for that assignment as an addition to the employee's base hourly rate, according to the levels listed below. Level III premiums are included in the base rate of "non-civil service" job classes listed in the appendices at the end of the MOU. An employee in a unit who is assigned to more than one specialty assignment shall receive the combination of the different premium pays up to and including a total of 10.0% above the base hourly rate. The Level II FTO premium will be paid for hours actually worked, for the entire pay period. Specialist premium pay shall be compensated according to the levels shown below:

<u>SPECIALTY PREMIUM PAY</u> <u>ASSIGNMENTS</u>	<u>MAXIMUM SPECIALTY</u> <u>AMOUNT</u>	<u>ASSIGNMENTS</u>
<u>LEVEL I - ALL HOURS IN PAY STATUS</u>		
CLASSIFICATION OFFICER	5.0%	8
SERT	5.0%	10

LEVEL II - ALL HOURS WORKED (INCLUDES REGULAR HOURS WORKED AND OVERTIME)

DISPATCH TRAINING OFFICER	5.0%	6
FACILITIES TRAINING OFFICER (FTO)	5.0%	14
FTO PROGRAM SERGEANT	5.0%	2
GRIEVANCE/DISCIPLINE OFFICER	5.0%	3
INMATE PROGRAM SERVICES OFFICER	5.0%	2
OFFSITE ASSIGNMENT – PROB.OFFICER IV	5.0%	1
PROBATION OFFICER III - DRUG TASK FORCE	7.0%	1
PROBATION OFFICER III- GANG TASK FORCE	7.0%	1
TRAINING COORDINATOR	5.0%	8

LEVEL III - JOB CLASS RELATED SPECIALTY ASSIGNMENTS \*\*

PERSONNEL/BACKGROUND INVESTIGATOR	5.0%	2
I. A. INVESTIGATOR	5.0%	1

\*\* PERSONNEL/BACKGROUND INVESTIGATOR AND I.A. INVESTIGATOR ARE NON-CIVIL SERVICE JOB CLASSES. PREMIUMS IN THESE CLASSES ARE INCLUDED IN BASE HOURLY RATE, AND INCLUDED IN RETIREMENT CALCULATIONS.

8.3 Specialty Assignment Trial Period

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

8.4 Specialty Assignment Guarantee Period

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

When the department requires staff beyond the number of assignments listed in article 8.2, due to situational conditions, employees temporarily assigned in a specialty classification shall not be covered by the guarantee provisions of this article. During such temporary assignments the employee will be compensated at the premium rate listed in Article 8.2. Temporary Facilities Training Officer assignment will be for a minimum of three (3) months, such assignment may be extended at

the discretion of the Sheriffs Department. Any subsequent reassignment to Temporary Facilities Training Officer will result in a new 3-month assignment guarantee.

8.5 Specialty Assignment Continuation

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

8.6 Public Safety Officers Procedural Bill of Rights Act

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

8.7 Joint Recommendation to Civil Service Commission

The County would oppose during the term of this Memorandum a change in Civil Service Commission Rules that would eliminate such an appeal regarding an employee's removal from a specialty assignment during the guarantee period as provided in Article 8.4. The Association, on its own behalf and on behalf of the employees covered under this Memorandum, will oppose the application of any existing Civil Service Commission Rule to permit an employee to appeal to the Commission his or her removal from a specialty assignment during a time other than the guarantee period in Article 8.4. The Civil Service Commission agreed March 7, 1990 to continue to serve as an appeals body for an employee who appeals removal from a specialty assignment under the provision of Article 8.4, Specialty Assignment Guarantee Period, above, by extending the effective date of CSC Rule 8.7(D) until after June 18, 2007.

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

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

If the Commission declines, the parties shall request the Commission to defer the effective date of Rule 8.7 (D), for employees during their guarantee period in a specialty assignment, until June 19, 2007. The parties shall also oppose elimination of the existing appeal procedure and standards applicable to removal of employees for cause from specialty assignments during their guarantee periods.



## 8.8 POST Premiums

Each employee who has been awarded a valid intermediate or advanced certificate issued by the California Commission on Peace Officer's Standards and Training (POST) shall be eligible for POST Premium compensation upon presentation of said certificate to the County. Each eligible employee who has been awarded a valid intermediate certificate shall receive two and one-half percent (2.5%) of employees base hourly rate for all compensation purposes, including overtime, and retirement. Each eligible employee who has been awarded a valid advanced certificate shall receive five percent (5%) of employees base hourly rate for all compensation purposes, including overtime and retirement.

The payments set forth in this Article 8.8 shall become effective at the beginning of the first full pay period following date of eligibility or application for the specified POST premium, whichever date is later. No employee shall receive POST Premium compensation for a valid intermediate or advanced certificate issued by POST if such a certificate is required by the minimum qualifications of the employee's class or position.

## 8.9 Park Ranger I/II – Premium Assignment and Housing

### 8.9.1 Park Ranger I/II - Assignment and Transfer

The Regional Parks Department maintains the right to assign and transfer an employee to a specific reporting location. If a transfer is at the direction of the department, the employee will be given at 7 days notifications. At least thirty (30) days notification shall be given of any transfer directed by the department that exceeds twenty-five (25) miles or requires the employee to relocate his/her permanent residence. Employees transferred at the direction of the department over twenty-five (25) miles, or who are required to relocate their permanent residence shall also be entitled to up to three (3) days of paid moving leave, and reimbursement for moving expenses of up to \$300 for rental of truck or trailers and upon submitting receipts for approval to the Director of Regional Parks.

### 8.9.2 Park Ranger I/II - Housing

Any employee in the class of Park Ranger I/II may be assigned to live in County-provided housing. Consideration in assignment to housing will be given to rank in the following order by earliest hire date: 1) Rangers, 2) Park Maintenance Workers, 3) Events Services Supervisor, and 4) Building Events Workers.

### 8.9.3 Park Ranger I/II - Maintenance Fees

Once a Housing License Agreement is signed by a Park Ranger residing on County property, it shall be a condition of employment. No rent is charged. The employee granted a license to utilize the assigned housing will be charged an individual maintenance cost based upon the cost of providing utilities and normal maintenance upkeep of the residence structure. The Board of Supervisors shall set the maintenance fee, subject to the provisions of this Subsection (8.9.3), and this fee shall be deducted from the employee's paycheck. Maintenance fees will not, in any case, exceed fifteen percent (15%) of the salary of each licensed employee based upon the base hourly rate of the employee. Each licensed employee shall be responsible for any possessory interest tax levied against him or her. Maintenance fees may be increased by the County each July of this MOU with

each adjustment being a percentage amount not exceeding the percentage amount of the cost-of-living salary adjustment, excluding equity adjustments, in the preceding fiscal year under this Memorandum.

8.9.4 Park Ranger I/II - Special Provisions

The reasonable cost of the housing shall not be added to the employee's base hourly rate in computing the employee's regular rate of pay. In addition, no Standby or Callback will be paid to Park Ranger tenants, except that off-shift work including emergency responses, will be counted toward hours worked for the purpose of computing overtime. Park Ranger tenants shall maintain and submit a log identifying off-shift work and time spent performing this work in the regular work period in which overtime is claimed.

8.9.5 North Coast Assignment Premium

Any employee in the class of Park Ranger I or Park Ranger II who is permanently assigned to the North Coast reporting locations for Stillwater Cove and Gualala shall receive a ten percent (10%) premium for all hours in pay status to address recruitment and retention and additional costs created by this assignment.

An employee assigned to the North Coast reporting locations shall serve an initial six (6) consecutive months trial period in the North Coast assignment effective from the date the employee was put in the assignment during which he or she may be removed from the assignment at the department head's sole discretion. If the department head reassigns an employee from a North Coast assignment during the trial period, the employee shall continue receiving the premium pay for sixty (60) calendar days from the date of reassignment. Reassignment of an employee from a North Coast assignment prior to the end of the sixth month of such assignment does not require a statement of cause or showing of cause under the rules of the Civil Service Commission.

Once an employee in a North Coast assignment has served the 6-month trial period, the employee shall be entitled to a guarantee period which shall last for an additional eighteen (18) months. The department head may remove the employee involuntarily from the assignment during the guarantee period for cause as stated in Rule 10 of the Civil Service Rules, or for reasons under Rule 11 of those rules relating to position allocation reductions. An employee who is voluntarily reassigned during the guarantee period will not be entitled to continue receiving the 10% premium pay.

## **ARTICLE 9 - BILINGUAL PAY**

When a department head designates a position within the bargaining unit which requires bilingual skills on the average of at least ten percent (10%) of the employee's work time, such a designated employee shall first demonstrate a language proficiency of job-related terminology acceptable to the department head and the Human Resources Director. Thereafter, the employee shall be entitled to the payment of ninety-five cents (.95€) per hour for all hours actually worked, effective the second full pay period of this MOU. Use of bilingual skills shall include time spent translating, answering phone calls, performing research, speaking with or writing to clients in a language other than English.

## ARTICLE 10 - UNIFORMS

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

## ARTICLE 11 - MILEAGE REIMBURSEMENT

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

## ARTICLE 12 - DEFERRED COMPENSATION AND RETIREMENT

### 12.1 Deferred Compensation - Voluntary Program

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

### 12.2 Deferred Compensation - County Paid Program

The County will continue the County-paid deferred compensation plan for bargaining unit members eligible under federal law and plan rules. For each Safety member of the Sonoma County Employees Retirement Association, the County shall deposit the following percentage of the employee's bi-weekly base salary into the employee's deferred compensation account.

	<u>Annual Change</u>	<u>Cumulative Total</u>
3/03	-	1.5%
3/06	.5%	2.0%

For Non-safety, General members of the Sonoma County Employees Retirement Association, the County deferred compensation contributions are as follows:

	<u>Annual Change</u>	<u>Cumulative Total</u>
3/03		1.5%
6/04	-1.0%	.5%
3/06	+ .5%	1.0%

To receive such deferred compensation, such employees must be in pay status for at least fifty (50%) of the employee's allocated full-time equivalent (FTE) position. County-paid deferred compensation under this subsection (12.2) shall be included in the calculation of retirement contributions.

12.3 414(h)(2) -Tax Deferred Retirement Contribution

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

12.4 3% at 55 and 3% at 50 Enhanced Safety Retirement Programs

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 March 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 employee retirement account. The additional contributions shall be deducted from the employee's 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 SCLEA. 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.

12.5 3% at 60 Enhanced 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 State law

requires that the “3% at 60” benefit be implemented for all General members on the same date.

On the above date, represented General members of SCERA 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 programs will continue unless modified by a subsequent agreement between the County and the SCLEA. 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 (20) period to pay one percent (1%) of the normal retirement cost going forward. Additional savings from the County Health Plan revisions (.27%) is also directed to fund the normal cost above.

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

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

### **ARTICLE 14 - HOURS AND OVERTIME**

#### **14.1 Application**

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

#### **14.2 Types of Employment**

Full Time: An allocated position which is regularly scheduled for eighty (80) hours of work in a bi-weekly pay period.

Part Time: An allocated position which is regularly scheduled for less than eighty (80) hours of work in a bi-weekly pay period.

Extra Help: A non-allocated assignment of duties which is defined in the Civil Service Rules.

#### **14.3 Work Schedules**

The County reserves the right to establish and modify work schedules consistent with this Memorandum.

#### 14.4 Flex-Time Schedule

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

#### 14.5 Posting of Work Schedules

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

#### 14.6 Work Schedule Change

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

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

Overtime for the non-exempt employee is divided into statutory overtime and non-statutory overtime. Statutory overtime is overtime that is required by law. Currently, for the *non-sworn, non-exempt employee* it is defined as all hours worked in excess of forty (40) hours in a regular 7-day work period. Statutory overtime for the *sworn, non-exempt employee* is defined as all hours worked in excess of eighty-six (86) hours in a 14-day work period (which currently coincides with the pay period).

#### 14.8 Non-Statutory Overtime

Non-statutory overtime for the *non-sworn, non-exempt employee* is defined as hours in pay status in excess of 40 hours in a 7-day work period. For the *sworn, non-exempt employee* and for the *exempt employee*, non-statutory overtime is defined as hours in pay status in excess of eighty (80) in a regular 14-day work period. Non-statutory overtime for all employees is also defined as hours in pay

status in excess of the normal full-time daily work shift established by the department head or any other circumstance except Article 14.6 where overtime pay is provided in this Memorandum.

14.9 Assignment of Overtime

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

14.10 Overtime Earned

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

14.11 Overtime Compensation

- a. Exempt employees shall be compensated for accrued overtime either in cash at the employee's base hourly rate or as compensatory time off. Non-exempt employees shall first be compensated for statutory overtime in cash at the employee's regular rate of pay. Additional overtime earned by the non-exempt employee shall be compensated either in cash at the employee's base hourly rate or as compensatory time off. The employee assigned to overtime shall make a choice whether to be compensated in cash or in compensatory time until a maximum of forty (40) hours of compensatory time have been accrued. The department head in each County department has the right to specify how an employee will be compensated for overtime after (40) hours of compensatory time have been accumulated and until a maximum of eighty (80) hours of compensatory time have been accumulated. When eighty (80) hours of compensatory time are accumulated, the department will compensate the employee in cash for any additional overtime worked.
- b. Notwithstanding the language in 14.11.a. above, the department head may require overtime worked to relieve compensatory time off to be paid in cash.

14.12 Approval for Compensatory Time Off

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

14.13 Requests for Compensatory Time Payments

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

14.14 Compensatory Time Payment at Separation

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

14.15 Half-Time Pay Provision

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

14.16 Overtime Not Cumulative

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

14.17 Non-Applicability of FLSA

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

14.18 Shift Bidding - Detention

- a. The County will maintain the existing shift bidding policy during the term of this agreement. Association grievances concerning the interpretation, application or alleged violation of 14.18.a. are subject to the grievance procedure under Article 31 of this MOU.
- b. Any individual grievance concerning the interpretation, application or alleged violation of the shift bidding policy shall be subject only to the Departmental Grievance Procedure as set forth in this MOU; and any such individual grievance is hereby expressly excluded from the Grievance Procedure as set forth in Article 31 of this MOU.

## **ARTICLE 15 - STANDBY AND CALLBACK**

15.1 Standby

Standby duty requires that an employee designated by the Department Head to be so assigned during off-duty hours, be ready to respond as soon as possible, be reachable by telephone or pager, be able to report to court within a specified period of time, and refrain from activities which might impair the employee's ability to perform assigned duties.

An employee will not be assigned to standby duty if the employee has already worked six (6) consecutive workdays, unless an emergency situation is declared by the Department Head. An employee will not be assigned to more than one (1) block of standby duty in a 24-hour period, consisting of consecutive hours. The provisions of this paragraph do not apply to the Fire Inspector class series.

Each such employee who is assigned to standby shall be paid \$3.25 for each hour that the employee stands by on call, effective the second full pay period of this Memorandum.

15.2 Standby for District Attorney Investigators

District Attorney Investigator will be paid fourteen percent (14%) of base salary for all hours employees are actually assigned to be on standby within a pay period in accordance with departmental procedures.

15.3 Call-Back

Employees who are called back to work after having completed the normal shift and after having left the work site, shall be entitled to receive a minimum of two (2) hours pay at the applicable rate for all callbacks received within that two hours call-back period. Such employees who are called back to work shall be compensated for regular time or overtime, as the case may be.

15.4 Court Callback

Employees who are required to appear in court in response to a valid subpoena in their off-duty time shall receive a minimum of four (4) hours of overtime. Any payment for overtime shall be in accordance with the provisions of Article 14. Time worked, for which the employee is entitled to compensation, shall include reasonable travel time to and from the employee's residence via the shortest commonly traveled route.

15.5 Phone Work Compensation

With the department head's approval, an employee may be called upon to resolve work related problems by telephone without having to return to the work site. Such work shall be treated as time worked. Compensation for such work shall be a minimum of one (1) hour of pay for any and all telephone calls received or made within that one (1) hour period. In the event a later telephone call is received after the prior one (1) hour of telephone work time, and the call required the employee to again resolve work related problems by telephone, the employee shall be paid for an additional one (1) hour of pay for all telephone calls received within that next hour.

**ARTICLE 16 - SHIFT DIFFERENTIAL PREMIUM**

16.1 Eligible Employees In CO/PO Units

- a. Evening or Night Shift employees shall be eligible for a shift differential when assigned to an evening or night shift that begins at or after 2:00 p.m. and prior to 5:00 a.m.
- b. Shift Premium Compensation  
Shift premium compensation shall be an additional 5% per hour above the employee's base hourly rate for each hour actually worked on an evening shift or a day shift as defined in a. above and in 16.3 below.

16.2 Dispatcher Shift Premium Pay

Employees in the classes of Communications Dispatcher I/II, Senior Communications Dispatcher, and Supervising Communications Dispatcher are entitled to receive shift differential if the employee is assigned and actually works an evening or night shift. For purposes of this article only, an evening

shift is defined as beginning at or after 2:00 p.m. and prior to 7:00 p.m., while a night shift is defined as beginning at or after 7:00 p.m. and prior to 5:00 a.m.

- a. An employee in a class identified above shall receive five percent (5%) per hour above the base hourly rate for each one (1) hour actually worked on an *evening shift*.
- b. An employee in a class identified above shall receive ten percent (10%) per hour above the base hourly rate for each one (1) hour actually worked on a *night shift*.

#### 16.3 Special Day Shift Consideration

Employees who work a day shift wherein 50% or more of the employee's work shift, exclusive of overtime, is actually worked after 2:00 p.m. shall be eligible to receive shift premium for the hours actually worked after 2:00 p.m. This provision applies to all employees covered by Article 16.1 and 16.2.

#### 16.4 Park Ranger Shift Premium Pay

##### 16.4.1 Park Ranger I/II Shift Premium Pay

Employees in the classes of Park Ranger I/II entitled to receive shift differential premium as of the effective date of this successor MOU, March 4, 2003, shall be paid as follows:

An employee whose shift starts at 7:00 a.m. or later and ends by 7:00 p.m. shall not be eligible for shift pay.

An employee who is assigned to work and actually works 50% or more of his or her assignment on an evening shift, (2:00 p.m. to 10:00 p.m.), or a night shift, (10:00 p.m. to 8:00 a.m.), is entitled to receive a shift differential premium for hours worked as defined below:

- a. Shift differential premium pay shall be paid only for hours worked on the defined shift.
- b. An employee who is assigned to and works 50% or more of his or her shift hours between 2:00 p.m. and 10:00 p.m. shall receive the evening shift differential premium specified in subsection 16.4.2. The evening shift premium shall be paid for all hours worked after 2:00 p.m. and up to the ending of the assigned shift, if the night shift premium eligibility does not apply.
- c. An employee who is assigned to and works 50% or more of his or her shift hours between 10:00 p.m. and 8:00 a.m. shall receive the night shift premiums specified in subsection 16.4.2. The night shift premium shall be paid for all hours worked after 10:00 p.m. up to the ending of the assigned night shift, if the evening shift premium eligibility does not apply.

##### 16.4.2 Shift Differential - Evening and Night

- a. Evening shift premium: 5% of the base hourly rate per hour, for each eligible hour as specified above 16.4.1 b).
- b. Night shift premium: 10% of the base hourly rate per hour, for each eligible hour as specified above 16.4.1 c).

##### 16.4.3. Shift Differential - Split Shift

An employee assigned to and who actually works a split workday shall receive shift differential based on the time at the beginning of each half shift. Split shifts occur with a scheduled break of more than one hour. Each portion of the shift is treated separately as described in 16.4.1 b and 16.4.1 c above.

## ARTICLE 17 - MEALS AND REST PERIODS

### 17.1 Rest Periods

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

### 17.2 Lunch Periods

Department heads may grant a lunch period during each daily work shift. The duration of the lunch period may be not less than thirty (30) minutes nor greater than one (1) hour. Different lunch periods may be assigned to different work units in the same County department or division. Lunch periods may be considered as time worked at the discretion of the department head.

### 17.3 Meals

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

## ARTICLE 18 - HEALTH AND WELFARE

### 18.1 County Health Plan

In the event that possible changes to the County Health Plan are proposed, the Association and the County agree to reopen Article 18 of this MOU.

Effective the first pay date in July 2003, the association agrees to the following new co-insurance levels: 90% (Sutter/PPO); 70% (out of network); 90% (out of area). At the same time, the association agrees to \$5 (generic) and \$10 (brand) prescription drug co-pays.

On the first pay date in July 2004, the association agrees to the following County Health Plan changes: \$200 (single) and \$400 (family) deductibles; \$3,000 and \$6,000 out-of-pocket maximums; and elimination of the 100% (first dollar) benefits.

### 18.2 Health Maintenance Organizations

During the term of this Memorandum and for so long as they remain available during such term, the Kaiser HMO and FHP PacifiCare will be available to employees through payroll deduction.

### 18.3 Participation

a. Full-time or part-time employees may elect to be covered under one of the health benefit plans available through Articles 18.1 and 18.2. Election to participate in a health plan will take place

during the first full pay period following employment or during a thirty -day (30) open enrollment period held prior to July 2003, 2004, 2005, 2006 and 2007.

- b. The County reserves the right to meet and confer with the Association at any time during the term of this Memorandum over the issue of current and future employee's ability to enroll in the County Health Plan upon retirement from the County.

18.4 Health Benefit Premium Contributions

Full-time employees will pay each pay period the percentage listed below. Part-time employees will pay in accordance with Section 18.12. The County will pay the balance of the premium costs not paid by employee share during the remaining term of the agreement.

<b>Enrollment:</b>	<u>3/26/03</u>	<u>3/9/05</u>
<u>Kaiser Plan</u>		
Employee	14%	15%
Employee + 1 dependent	14%	15%
Employee + 2 or more dependents	14%	15%
<u>County Plan</u>		
Employee	14%	15%
Employee + 1 dependent	14%	15%
Employee + 2 or more dependents	14%	15%
<u>FHP PacifiCare</u>		
Employee	14%	15%
Employee + 1 dependent	14%	15%
Employee + 2 or more dependents	14%	15%

18.5 Plan Documents or Contracts

While mention may be made in this MOU to various benefits and provisions of benefit programs, specific details of benefits provided under the various health plans, the dental, vision, life, workers' compensation and Long-Term Disability (LTD) programs, all shall be governed solely by the various plan documents or insurance contracts and/or policies maintained by the County.

18.6 Dental and Vision Benefits

Except as provided below, during the term of this MOU the County will maintain the existing dental and vision benefits. The dental benefit (Plan #3126-0124) includes the orthodontia benefit. Full-time and part-time employees are eligible to participate in the dental benefit while only full-time employees may participate in the vision benefit. The bi-weekly employee contribution toward the dental premium will increase from the current bi-weekly amount of \$9.00 to \$10.00, effective March 09, 2005, and from \$10.00 to \$11.00, effective March 07, 2007.

The County will pay the full cost of the vision plan premium during the term of this MOU.

18.7 HMO Cessation

Should an HMO, during the term of this agreement, cease to provide health services, the employees enrolled will be given the opportunity to enroll in the remaining active plans provided above without any limitation on pre-existing conditions. However, the parties agree that any claims pending with the HMO at the time of cessation to provide services, shall not become a liability of the health plans offered by the County through this agreement.

18.8 Long-Term Disability

The Association has elected to purchase Long Term Disability benefits from an outside provider as a part of Association membership. Coverage is mandatory and premiums will be paid by the employees by payroll deduction on the first payroll of each month. An amount equivalent to the premium will be paid to the employee, and included in retirement calculations on the pay date the deduction is taken. The insurance provider will be required to supply the County information on benefits paid to employees. Sick leave accruals may be used to supplement long-term disability benefits according to the plan document.

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

18.9 County Contributions for Benefits During Unpaid Absence or Leave Without Pay

If an employee is on an unpaid absence or goes on leave without pay, either of which reduces the employee's time in pay status to less than fifty percent (50%) of the employee's regular work schedule in a pay period, the County will cease to pay its normal benefit contributions. The employee must pay the total benefit premiums if the employee desires to continue any coverage. If an employee is on an unpaid absence or goes on leave without pay, either of which reduces the employee's time in pay status to no less than fifty percent (50%) of the employee's regular schedule in a pay period, the County will continue to pay its normal benefit contributions.

18.10 Medical/Pregnancy Leave

Should an employee exhaust sick leave and go on medical or pregnancy leave without pay, the County will make its normal contribution to the employee's health, dental, vision care, life insurance, and LTD benefits for a period not to exceed thirteen (13) pay periods per illness. Beginning with the fourteenth (14<sup>th</sup>) pay period, the employee will be entitled to continue normal coverage by paying the insurance premiums. The County will provide reasonable advance notice prior to the exhaustion of the thirteen (13) pay periods of the employee's obligations regarding the opportunity to continue employee-paid benefits. An employee who returns to work from medical or pregnancy leave without pay prior to the exhaustion of the thirteen (13) pay periods of entitlement under this article and who is in pay status at least 50% of the normal work schedule, shall not have such pay periods deducted from the thirteen (13) pay periods specified in this Article 18.10, should the employee return to medical or pregnancy leave without pay for the same illness.

18.11 Employee Notification Obligation

An employee who is entitled to continued benefit coverage as specified in 18.9 and 18.10 above, must notify the Auditor-Controller no later than five (5) County business days after the first day of the

leave of absence, of the employee's intent to continue insurance coverage. A Request for Leave Without Pay form signed by the employee and his/her department head shall be forwarded to the Auditor-Controller's Office when leave is authorized.

To assure continued insurance coverage, premiums shall be paid by the employee to the Auditor-Controller's Office no later than the last day of the pay period. If the employee fails to pay the

premium by the last day of the pay period, he/she will receive one reminder notice. In order to reinstate coverage, the employee shall pay a ten dollar (\$10.00) late charge in addition to the premium amount by the date specified in the reminder notice. Only one reminder notice will be sent.

If the employee fails to make proper payment to the Auditor-Controller by the end of the second pay period, the employee's continued health, dental, vision, life insurance and LTD coverage shall be terminated until the next open enrollment period. Under no circumstances will the County be obligated to pay premiums for dependent coverage under Articles 18.9 and 18.10 above.

18.12 Part-Time Benefits

Part-time employees shall be eligible to participate in the health benefit programs and/or the dental program on a pro-rata basis. Pro-ration shall be based on the number of hours worked in the pay period. Election to participate in one of the available plan options shall be made during the first full pay period of employment. In addition, part-time employees may utilize the procedures specified in Article 18.3 above.

18.13 Temporary Disability Indemnity

The County shall adhere to the provisions of Labor Code Section 4850 as long as said code section remains in full force and effect. 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 indemnity may elect to take as much of the employee's accumulated sick leave, vacation leave or compensatory time off as, when added to the employee's disability indemnity, will result in payment to the employee of the employee's regular salary. An employee shall accrue vacation leave and sick leave only during such portion of absence from work due to industrial injury for which the employee uses previously earned vacation leave, sick leave or compensatory time off.

18.14 Layoff Health Insurance

The County will continue to comply with the continued health insurance benefits under the Consolidated Omnibus Budget Reconciliation Act of 1986 (COBRA). In the event COBRA is rendered inapplicable to the County, either by legislative or judicial action, the County shall, from the effective date of such action, allow employees who are laid off to elect to continue health insurance coverage for themselves and their eligible dependents, except that the total premium cost for such coverage shall be paid by the employee. Under such a replacement program, laid off employees participation in the County Health Plan shall not be continued for more than thirteen (13) pay periods after the effective date of lay-off. Such health insurance coverage will be discontinued if the employee finds other employment which provides health insurance coverage.

18.15 Salary Enhancement Plans

- a. Eligible employees can participate in the County's Health Care Premium Conversion Plan, which under IRS Code Section 125 will allow eligible employees to make required health care premium contributions with pre-tax salary through payroll deduction. Benefits eligible for this diversion are premium contributions toward group health, dental and supplemental term life insurance.
- b. Eligible employees can open through the County a Health Reimbursement Account under IRS Code Section 105, which will allow eligible employees to use pre-tax salary set aside for reimbursement of employee's expenses not reimbursed or covered under health, dental, and vision insurance plans. Such expenses include deductible, co-pays, and qualified medical expenses not reimbursed by the employee's group health insurance plan.
- c. The County will continue the Child and Dependent Care Assistance Plan under IRS Code Section 129 begun in 1989.
- d. All of these salary deferral plans will be or have been implemented and administered by the County in accordance with applicable Federal and State laws and, as such, will not be subject to Article 31 of this Memorandum.

18.16 Future Employee/Future Retiree Health Care

- a. Currently, the County contributes to the cost of a health plan for its retirees and their dependents. For any employee who is newly hired or rehired by the County or any other agency covered by this Memorandum after July 1, 1990, this benefit shall only be available upon the employee's retirement under the circumstances described herein.
- b. With respect to this retiree, he or she must have been employed with the County for a period of at least ten (10) years (consecutive or non-consecutive) which may include employment with the County prior to July 1, 1990, and must have been a contributing member (or a contribution was made on the employee's behalf) of the County's Retirement System for the same length of time. Upon meeting these two conditions, the County shall contribute for the retiree only the same amount towards a health plan premium as it contributes to an active single employee in the same manner and on the same basis as is done at the time for other retirees who were hired or rehired before July 1, 1990. The retiree may enroll eligible dependents in the group health plan covering the retiree, but the retiree is responsible for the total dependent(s) premium(s).
- c. When such an employee has been employed by the County for a period of at least twenty (20) years (consecutive or non-consecutive) which may include employment with the County prior to July 1, 1990, and has been a contributing member (or a contribution was made on the employee's behalf) of the County's Retirement System for the same length of time the County shall also contribute for one dependent the same amount towards a health plan premium as it contributes to an active employee with one dependent and in the same manner and on the same basis as is done at the time for other retirees who were hired or rehired before July 1, 1990. The retiree with twenty (20) or more years of County service may enroll eligible dependents in the group plan covering the retiree, but the retiree is responsible for the total premium cost of more than one dependent. In no event shall employees hired or rehired after July 1, 1990 be entitled to receive greater contributions from the County for a health plan upon

retirement than the County pays for employees hired or rehired before July 1, 1990 upon their retirement.

- d. Employees who were employed by the County prior to July 1, 1990, but who were laid off thereafter shall not be subject to the restrictions above, provided that they are subsequently restored to County employment and rejoin the Sonoma County Employees' Retirement System.

18.17 Special Employee Assistance Program

The County will continue the current level of benefits under the special Employee Assistance Program (EAP) for all represented employees during the term of this Memorandum. Risk Management will establish and maintain an EAP Users Committee, composed of representatives of the Association, and the involved Department, whose purpose will be to provide advice and guidance to the Risk Manager on performance of the EAP contract service provider, on maintenance of the essential element of employee confidentiality, and on any problems generally with the EAP from employees and department management.

18.18 Claims Disputes with County Health Plan

Employees shall utilize the appeal procedures in the County Health Plan for any disputes concerning a claim payment. If the dispute remains unresolved to the satisfaction of the employee after exhausting that appeal procedure, the Association may file a grievance on behalf of the employee at the Arbitration Step of this Memorandum for a final and binding decision.

18.19 Claims Disputes with Dental and Vision Plans

Employees shall utilize the appeal procedures in the California Dental Services contract and the California Vision Service Plan contract for any dispute concerning a dental or vision claim payment. A decision rendered by the final authority specified in each contract shall be final and binding and no grievance may be filed over such a dispute through this Memorandum.

18.20 Claims Disputes over LTD

- a. County Self-Insured Plan: Any dispute by an employee over a claim processed under the County's Long Term Disability (LTD) plan shall be appealed to the Risk Management Division of the General Services Department for a final County decision. If the dispute remains unresolved to the satisfaction of the employee, the Association may file a grievance on behalf of the employee at the Arbitration Step of this Memorandum's Grievance Procedure for a final and binding decision.
- b. Outside Provider Plan: Employees shall utilize the appeal procedures in the PORAC plan for any dispute regarding new claims under this plan.

18.21 Claims Disputes with HMOs

Any dispute by an employee over a claim processed through the FHP PacifiCare, or the Kaiser HMO shall be a matter to be resolved solely between the employee and the respective HMO and may not be processed through the Grievance Procedure of this Memorandum. The County will bear no responsibility for resolving such a dispute.

18.22 Workers' Compensation Claims Disputes

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

18.23 Law Enforcement EAP Claims Disputes

Any dispute by an employee over service received or not received through the County's special Employee Assistance Program (EAP) for all represented employees, shall be a matter to be resolved solely between the employee and the organization contracted with by the County to provide the EAP services. EAP claims disputes may not be processed through any County grievance procedure available to employees covered under this Memorandum. The County will bear no responsibility for resolving such a dispute.

18.24 Domestic Partner Health, Vision and Dental Coverage

The County agrees to offer medical, dental and vision coverage for domestic partners who have provided the County with a signed domestic partner affidavit.

18.25 Health Plan - Retirees, Surviving Spouse or Domestic Partner

Upon the death of an enrolled retiree who retired on or after March 7, 2000, the County will continue to pay the health plan premium contribution for the surviving spouse or domestic partner who was receiving the County contribution under Article 18.16.

**ARTICLE 19 - LIFE INSURANCE**

The County shall provide, at no expense to the employee, a term life insurance plan in the amount of \$25,000. The employee may purchase or continue to purchase supplemental coverage based on the base coverage amount of \$25,000 under the terms of the term life insurance policy for employees covered under this Memorandum. This benefit is for full-time and part-time employees who are regularly scheduled to work sixty (60) hours or more per pay period. Part-time employees who are regularly scheduled to work less than sixty (60) hours per pay period may purchase coverage through payroll deduction. Each eligible and enrolled employee may purchase through payroll deduction dependent coverage of \$5,000 for each eligible dependent. Details of coverage and eligibility shall be as specified in the insurance contract. An employee enrolled in supplemental coverage who moves from one age bracket to the next will pay the new premium rate beginning January of the year in which he/she moves to the higher bracket.

**ARTICLE 20 - HOLIDAYS**

20.1 Scheduled Holidays - Defined

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

20.2 Scheduled Holidays

- (1) New Year's Day, January 1
- (2) Martin Luther King's Birthday, the third Monday in January
- (3) Lincoln's Birthday, February 12
- (4) The 3rd Monday in February
- (5) The last Monday in May
- (6) Independence Day, July 4th

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

20.3 Floating Holiday

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

20.4 Day Observed

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

20.5 Compensation for Holidays

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

20.6 Compensation for Holidays - Day Worked

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

20.7 Part-Time Employees

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

20.8 Holiday Pay Maximum

Holiday pay shall not exceed eight (8) hours for each holiday.

**ARTICLE 21 - VACATION**

21.1 Maximum Accumulation

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

21.2 Part-Time Employees

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

21.3 Accrual

Non-Supervisory

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

<u>YEARS OF COMPLETED FULL-TIME SERVICE</u>	<u>INSERVICE HOURS OF COMPLETED SERVICE</u>	<u>RATE FOR 80 INSERVICE HRS. PER PAY PERIOD</u>	<u>MAXIMUM ACCUMULATED HOURS</u>
0 through 2	0 to 4174.2	3.07	280
2 through 5	4174.3 to 10435.6	3.68	280
5 through 10	10435.7 to 20871.2	4.60	280
10 through 15	20871.3 to 31306.8	5.83	290
15 through 20	31306.9 to 41742.4	6.75	290
20 through 25	41742.5 to 52178.0	7.36	300
25 or greater	52178.1 or more	7.67	310

Supervisory Units

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

<u>YEARS OF COMPLETED FULL-TIME SERVICE</u>	<u>INSERVICE HOURS OF COMPLETED SERVICE</u>	<u>RATE FOR 80 INSERVICE HRS. PER PAY PERIOD</u>	<u>MAXIMUM ACCUMULATED HOURS</u>
0 through 2	0 to 4174.2	3.07	280
2 through 5	4174.3 to 10435.6	3.68	280
5 through 10	10435.7 to 20871.2	4.60	280
10 through 15	20871.3 to 31306.8	5.83	320
15 through 20	31306.9 to 41742.4	6.75	360
20 through 25	41742.5 to 52178.0	7.36	360
25 or greater	52178.1 or more	7.67	360

New accrual and accumulation rates shown above will go into effect the first full pay-period after this agreement is adopted by the Board of Supervisors.

21.4 Reappointment

Each employee with 10435.6 in-service hours (five or more years) who resigned in good standing and is reappointed within two (2) years, shall be credited with 4174.2 in-service hours for purposes of new vacation accrual.

Each employee who is laid off and who is reappointed within two (2) years, shall be credited for vacation accrual purposes with the same number of in-service hours as the employee had accrued at the time of lay-off.

21.5 Vacation Schedules

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

21.6 Payment for Unused Vacation

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

21.7 Vacation Buy- Back

Each employee may request during any pay period and receive payment at the base hourly rate for up to eighty (80) hours per calendar year of accrued vacation leave, provided there is a minimum remaining balance of eighty (80) hours following payment.

Effective March 3, 2003, all buy-backs will be subject to an eighty (80) hour maximum in a twelve-month period.

**ARTICLE 22 - SICK LEAVE AND FAMILY LEAVE**

22.1 Accrual

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

22.2 Sick Leave Use

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

- a. During the employee's own incapacity due to illness or injury.
- b. During the time needed by the employee to undergo medical or dental treatment or examination.
- c. During a pregnancy leave in which the female employee is incapacitated due to the imminent or actual birth of a child.
- d. When a child, stepchild, spouse or spouse's parent, or domestic partner, being a member of the employee's household or a person for whom the employee is entitled to a Federal Income Tax Dependent exemption, or the employee's parent, is incapacitated by illness or injury and it is necessary for the employee to care for such child, stepchild, spouse, parent of the employee or spouse, or domestic partner ("Parent" for purposes of this section is defined as biological, foster, or adoptive parent, step parent, a legal guardian or other person who stood in loco parentis to the employee when the employee was a child. A biological or legal relationship is not necessary for a person to have stood in loco parentis to the employee as a child.) Sick leave under this paragraph (d) shall not exceed forty-eight (48) hours per occurrence unless extended by joint action of the employee's department head and the Director of Personnel by reason of exceptional hardships.

22.3 Documentation

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

22.4 Sick Leave Conversion

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

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

A balance of eighty (80) hours sick leave must remain in accrual after conversion. Measurement of use is based on the twenty-six (26) pay periods paid in the prior calendar year. Conversion shall be

exercised during the second pay period in January of each calendar year, and shall be based on the sick leave balance at the end of the first full pay period of the preceding December. The employee must be in pay status or on an approved leave during the second pay period in January to exercise this option.

22.5 Sick Leave Payoff/Conversion at Retirement

a. Sick Leave Payoff

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

b. Sick Leave Conversion at Retirement

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

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

22.6 Sick Leave Payoff at Disability Retirement

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

22.7 Family Leave

A full-time or part-time employee with at least one (1) year of County service and 1,250 hours of service during the previous 12-month period may request up to twelve (12) work-weeks of Family Care Leave (Leave Without Pay) within a 12-month period. In some circumstances, an extra-help employee may be eligible for Family Care Leave. Reason for the leave may be the birth or adoption of a child or the placement of a foster child (within one (1) year of the event) or the serious illness of a child, spouse or parent. Child is defined as a biological, adopted or foster child, stepchild, legal ward or child of a person standing in loco parentis who is under eighteen (18) years of age or an adult dependent child. "Spouse" is defined as a partner in marriage as defined in Civil Code Section 4100. "Parent" is defined as a biological, foster or adoptive parent, stepparent or legal guardian (does not include a parent-in-law). If both parents are County employees, the aggregate family care leave may be limited to twelve (12) work-weeks during any 12-month period. This limitation does not apply to leave taken

by one spouse to care for the other, to care for a seriously ill child or for the employee's own illness. Under those circumstances, each of the employees would be entitled to twelve (12) weeks of Family Care Leave.

The appointing authority shall grant such Leave Without Pay in addition to the paid sick leave provided for in Article 22.2 upon submission of reasonable documentation. An employee may request to use accrued vacation and comp time as part of the leave but no accrued sick leave can be required as part of the leave, except in the case of the employee's own serious health condition. The County shall continue its contribution towards the health plan premium for up to twelve (12) workweeks of the leave. Thereafter, the employee must pay the total benefit premium if the employee desires to continue insurance coverage under Article 18.9. Nothing in this section shall preclude the use of medical or pregnancy leave in Article 18.10 when the employee is medically incapacitated or disabled. Family Care Leave is a separate leave from a Maternity Leave.

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

This policy summarizes California law regarding Family Leave as provided in Government Code, Section 12945.2.

### **ARTICLE 23 - COMPASSIONATE LEAVE**

With respect to this article, the term "spouse" shall also include domestic partner. A full-time or part-time employee may be granted up to three (3) of the employee's regular work days of leave with pay, in the event of death of the employee's spouse, child, stepchild, son-in-law, daughter-in-law, brother, brother-in-law, sister, sister-in-law, grandparent, great-grandparent, grandchild or person with whom the employee has a relationship of in loco parentis, and the mother or father of the employee or of the spouse of the employee. Where travel in excess of 300 miles one way from the employee's residence is required, up to an additional two (2) of the employee's regular workdays of sick leave may be used to supplement compassionate leave.

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

These provisions do not apply to an employee whose appearances are in the line of duty. A full-time or part-time employee is entitled to a leave of absence with pay at the employee's base hourly rate to respond to an enforceable subpoena to appear in a court or administrative agency hearing in California other than as

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

#### **ARTICLE 25 - JURY DUTY**

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

#### **ARTICLE 26 - NO BREAK IN SERVICE**

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

#### **ARTICLE 27 - VOTING**

When an employee's actual work schedule prevents the employee from voting in any State, County or General election, then the employee may be granted paid time off duty to vote.

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

Except for working elections as provided by resolution of the Board of Supervisors, no person employed in a full-time position with the County of Sonoma may be employed by the County of Sonoma in any other full-time, part-time or extra-help position, nor shall any person be employed by the County in two (2) 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 29 - STAFF DEVELOPMENT**

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

#### 29.1 Tuition and Textbook Reimbursement

Full-time and part-time employees in permanently allocated positions are eligible for Tuition and Textbook Reimbursement. An employee may request reimbursement for expenses associated with a course(s), including related travel, meals and lodging, or departmental promotional materials approved by the department head. When an employee requests reimbursement for a course, satisfactory completion must be demonstrated. In addition, with department head approval, an employee may request reimbursement for the following purposes: fee payment for professional

licenses or certifications which are required for employment in the employee's classification; membership fees in professional or technical organizations which are directly related to the employee's current classification; directly related professional or technical journals; cassettes; books; video tapes; educational or reference material in a digital format, i.e., CD-ROM or diskette, that would be installed on a personal computer excluding commercial application software and programs, which are directly related to the employee's current classification. Software shall not be loaded on County equipment without conformance with County computer policies.

No reimbursement shall be authorized for employees who receive or are authorized to receive tuition reimbursement from another source. Full-time employees may receive reimbursement under this provision for expenses up to \$400 in any one fiscal year. Effective the first pay period in March 2005 the eligible reimbursement amount is increased to \$450; effective the first pay period in March 2007 the eligible reimbursement amount is increased to \$500 for any one fiscal year. Part-time employees may receive reimbursement under this provision for expenses up to \$200 in any one fiscal year. Effective the first pay period in March 2005, the eligible reimbursement amount is increased to \$225; effective the first pay period in March 2007, the eligible reimbursement amount is increased to \$250 in any one fiscal year. Such requests shall be limited to expenses totaling *not less than* \$40; at the end of the fiscal year, any claims which do not meet the \$40 minimum, will be accepted for payment. All requests for reimbursement must be submitted by the fiscal year deadline, as determined by Risk Management.

Each full-time employee may roll over a maximum of \$200 each fiscal year and each part-time employee may roll over a maximum of \$125 each fiscal year.

#### 29.2 Educational Expenses for Supervisory Units

In accordance with the provisions in Section 29.1 above, each full-time supervisory employee shall be entitled to \$490 in each fiscal year; effective the first pay period in March 2005, the eligible reimbursement amount is increased to \$540; effective the first pay period in March 2007, the eligible reimbursement amount is increased to \$590 in any one fiscal year. Each part-time supervisory employee shall be entitled to \$265; effective the first pay period in March 2005, the eligible reimbursement amount is increased to \$290; effective the first pay period in March 2007, the eligible

reimbursement amount is increased to \$315 in each fiscal year. This amount may be used for the purposes described in 29.1 above, and additionally for costs of books or travel, registration, meals and lodging for seminars and conferences which are directly related to the employee's present job. Each full-time employee may roll over a maximum of \$200 each fiscal year and each part-time employee may roll over a maximum of \$125 each fiscal year.

29.3 Combined Use - Staff Development and Physical Fitness/Examination

- a. Full-time and part-time non-supervisory employees may apply up to the total Physical Fitness and Examination (Article 30) reimbursement amount per fiscal year for Staff Development reimbursement (as described in Article 29.1 above).
- b. Full-time and part-time supervisory employees may apply up to the total Physical Fitness and Examination (Article 30) reimbursement amount per fiscal year for Staff Development reimbursement (Articles 29.2 above).

Staff Development reimbursement funds may not be applied to costs related to Physical Fitness and Examination, Article 30, for which the maximum reimbursement is \$350.

**ARTICLE 30 - PHYSICAL FITNESS AND EXAMINATION**

The County and the Association agree to maintain the physical fitness program for all employees covered by this Memorandum. The County will make available \$350 per year for each eligible full-time employee and \$175 per year for each eligible part-time employee who participates in the program. The amounts specified above shall be disbursed in accordance with the standards of the program, as modified by this Memorandum. Each eligible employee shall affirm in writing on a form mutually agreed upon that the employee will use the annual allowance for the following:

1. To purchase membership or admittance in a health club or physical fitness facility and programs/services provided, to pursue a regular, meaningful program of personal physical fitness improvement or to maintain a good to high standard of personal physical health.
2. Reimbursement for wellness testing, smoking cessation, stress reduction and weight reduction programs, not covered or offered in an employee's County health plan. Membership fees are approved for program cost reimbursement; purchase of products and literature are *not* approved.
3. To share voluntarily in the costs of equipment and equipment maintenance for the workout rooms in Sheriffs' Department facilities, for Sheriffs' Department employees only. A joint labor-management committee will be created to oversee the equipment purchase and maintenance. All equipment becomes the property of the Sheriffs' Department. An eligible employee can contribute \$50 or more from his/her physical fitness budget. It is the intent of this Article 30 that employee enrollment in the physical fitness program shall be voluntary for eligible employees.

**ARTICLE 31 - GRIEVANCE PROCEDURE**

### 31.1 Purpose

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

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

### 31.2 Definitions

- a. A grievance is a claim by an employee, a group of employees, or the Association on behalf of an employee(s), concerning the interpretation, application or an alleged violation of an expressed provision of this Memorandum. All other complaints are specifically excluded from this procedure including but not limited to, complaints which arise from the following: all disciplinary actions; all matters concerning employment examinations; all other matters subject to the jurisdiction of the Civil Service Commission; performance review appraisals or denial of a merit increase, except as provided in Article 7.19; provisions of the Fair Labor Standards Act; and any provision of this Memorandum specifically identified as not grievable.
- b. "Day" shall mean regular County business days, Monday through Friday, 8 a.m. to 5 p.m.
- c. A "grievant" shall mean an employee, a group of employees or the Association who in good faith has an actual grievance with the County over a grievable matter as defined in 31.2 above. The Association may file a grievance without naming an individual employee in the grievance provided the grievance alleges a violation of a right or benefit granted the Association under Article 5 of this Memorandum.

### 31.3 Representation

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

### 31.4 Initiation Deadline

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

### 31.5 Time Limits

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

### 31.6 First Step

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

31.7 Interest Based Intermediary Step - Optional

In the event the grievant believes the grievance has not been satisfactorily resolved, the grievant may request in writing that the County Human Resources Department participate in an effort to resolve the grievance through an interest-based, non-positional approach to problem solving.

If the employee indicates this preference in writing, the prescribed time parameters are suspended while representatives of the Association, the affected department and the Human Resources Department meet in an attempt to resolve the grievance.

If the parties agree to use an alternative process, the time parameter for resolution is twenty-one (21) days from the time it is agreed to use the alternative resolution process.

If the parties agree to suspend the optional process or the process is not successful after twenty-one (21) days, then the process will move to the Third Step (Department Head) level of this grievance procedure.

31.8 Second Step Grievance

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

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

31.9 Second Step Response

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

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

Upon receipt of the Step Two response by the Association, the Association has seven (7) days to respond and preserve its rights.

31.10 Third Step Grievance

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

31.11 Third Step Response

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

31.12 Mediation

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

31.13 Arbitrable Grievances

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

31.14 Selection of Arbitrator

Following completion of the third step of the grievance procedure, if the grievance is subject to arbitration and remains unresolved, the Association on behalf of the grievant may request arbitration. The request for arbitration must be given to the County Counsel and the Employee Relations Manager in writing within ten (10) days of the receipt of the response from Step Three. An arbitrator may be selected by mutual agreement of the Association and County. However, should the parties fail to mutually agree on an arbitrator, they shall make a joint request of the State Conciliation Service for a list of five qualified arbitrators. The parties alternately striking names, with the first strike determined by chance, shall select the arbitrator from the list.

31.15 Arbitration Issues

The parties shall, within twenty-one (21) days following the receipt of a written request for arbitration, exchange in writing their understanding of the questions to be submitted to arbitration. Thereafter, the parties to the arbitration shall use their best efforts to exchange a written summary of the evidence they intend to offer and to reach agreement on and reduce to writing the question or

questions to be submitted to arbitration. The agreed upon question or questions, if agreement is reached, together with the exchanged summaries of evidence and a list of witnesses to be used by each side, shall be submitted to each other and the arbitrator five (5) days prior to the arbitration hearing.

31.16 Arbitrator's Authority

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

31.17 Binding/Non-Binding Decision

The decision of the arbitrator rendered consistent with the terms of this Memorandum shall be binding upon the Association. To the extent that the award of the arbitrator is not in excess of \$5,000 per individual grievant, it is binding on the County. To the extent that such award exceeds \$5,000 per individual grievant, it is advisory. If within sixty (60) days of receiving notice of the decision and award requiring an expenditure in excess of \$5,000 per individual grievant, final action is not taken by the County to implement it, then the arbitrator's decision and award shall have no force or effect whatsoever as to the amount in excess of \$5,000 per individual grievant. The Association may then resort to a court of competent jurisdiction to pursue whatever other legal remedies are available to it under the provisions of this Memorandum. If the Association is the grievant, then the \$5,000 limit shall apply to each employee who has been identified by the Association and sustained by the arbitrator as employees directly affected by the grievance and the remedy sought and imposed.

31.18 Arbitrator's Decision Due

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

31.19 Arbitration Expenses Shared

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

## **ARTICLE 32 - 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. This program is available to all employees and employee participation in the Employee Assistance Program shall be voluntary, confidential, and not used for, or considered in matters relating to, performance evaluations, discipline or promotions. Employees are responsible and accountable for maintaining satisfactory, job-related standards throughout and following any participation in the Employee Assistance Program.

The County and the Association will reopen to meet and confer during the first year of this MOU regarding any proposed substantive changes to the Employee Assistance Program during the term of this MOU.

### **ARTICLE 33 - CLASSIFICATION INFORMATION**

#### **33.1 Copies of Classification Studies**

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

#### **33.2 Meet and Confer Obligation**

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

### **ARTICLE 34 - LABOR/MANAGEMENT MEETINGS**

#### **34.1 Matters of Mutual Interest**

The County and the Association shall meet for consultation purposes on matters of mutual interest which would serve constructive purposes to prevent or eliminate grievances or on matters affecting employee health or safety. Such meetings may be called by the Association President, or designee, and the County's Employee Relations Manager. "Consultation" shall not be construed as an obligation to "meet and confer" under the Meyers-Milias-Brown Act.

#### **34.2 Written Notice**

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

#### **34.3 Participation**

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

#### **34.4 Joint Training on Memorandum**

The parties agree to jointly present informational training on this Memorandum of Understanding to affected supervisors and managers. The details of the training shall be mutually agreed upon by the

Association and the County. The parties intend to conduct the training session(s) within ninety (90) days from the date this Memorandum is implemented by the Board of Supervisors.

34.5 Labor/Management Committees - Valley of the Moon Children's Home

The County and the Association support the creation of labor/management committees for problem solving and communication.

The parties agree to form an ad hoc committee to address local issues at the Valley of the Moon Children's Home. Such committee(s) will be comprised of no less than two (2) and no more than four (4) representatives each from management and from labor, including line and supervisory staff. An Association representative may attend meetings as a non-voting ex officio member. Committee participants have equal standing and will utilize interest-based problem solving processes whenever possible. Any Committee recommendations will be forwarded to the Division Manager and Department Head for consideration and response.

**ARTICLE 35 - NO STRIKE**

35.1 Full Performance of Duties

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

35.2 Prohibited Activities

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

35.3 Association Responsibilities

The Association shall not be liable to the County for "wildcat" job action by the employees it represents. The Association shall use its best efforts to prevent any such "wildcat" job action and shall encourage its members, at the earliest possible time, to discontinue the job action; immediately declare in writing and 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.

35.4 Written Assurance

This promise by the Association is both a covenant and a condition precedent to the continuing performance by the County of any obligation whatsoever owed by the County to the Association or the employees it represents during the terms of this Memorandum. If the County is at any time

uncertain of the Association's continued performance, it may demand, and the Association will provide written assurance of its continued good faith performance of this Memorandum.

35.5 No Lockout

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

**ARTICLE 36 - FULL UNDERSTANDING, MODIFICATION, ACKNOWLEDGMENT**

36.1 Full Understanding

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

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

36.2 Acknowledgment

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

36.3 Meet and Confer During Term of Memorandum

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

4. Providing employees with meals or snacks. An example of such a change would be if the County proposed to charge employees for the cost of meals or snacks produced or provided by the food service program in the Sheriff's Detention Division.
- c. The County will provide written notice to the Association with all relevant information it has pertaining to the proposal. The Association will have up to fifteen (15) calendar days from when it received the notice to inform the County in writing if it desires to meet and confer over the proposal. If the Association fails to notify the County within the fifteen (15) days, the County may implement the proposal without any further obligation to meet and confer with the Association. If the Association notifies the County within fifteen (15) calendar days of its desire to meet and confer, then the County and the Association shall meet and confer in good faith over the proposal and all identified impacts arising from the proposal. Unless extended by mutual written agreement of the parties, the period for meeting and conferring shall be sixty (60) calendar days from when the Association was properly notified of the proposal by the county. If an agreement is not reached by the thirty-fifth (35<sup>th</sup>) calendar day from the date the Association was notified, either party may declare an impasse by filing with the other party a written request for an impasse meeting, together with a statement of its position on all disputed issues. An impasse meeting shall then be held within two (2) calendar days, at which time the County shall present an impasse statement including the proposal that it intends to implement after the sixtieth (60<sup>th</sup>) calendar day should further discussions fail to produce an agreement. If an agreement is not reached at the impasse meeting, if the parties so agree, the dispute may be submitted to the Board of Supervisors for determination. If they do not so agree, the dispute shall be submitted to mediation. If the parties fail to agree to submit the dispute to the Board of Supervisors, and fail to resolve the dispute through mediation within ten (10) days after mediation commenced, the parties may agree to submit the dispute to "fact finding." If the parties fail to agree on "fact finding", the dispute shall be submitted to the Board of Supervisors for such action, as in its legislative discretion, deems appropriate as in the public interest, if required under the County's Employee Relations Policy. In no event shall these dispute resolution procedures be applied by either party to extend the sixtieth (60) calendar day period without mutual written consent of the parties. If the County complies with this Article, it shall be deemed to have fully satisfied its obligation to meet and confer under State and local law over the issues covered therein. Article 36.3.b(2) is not subject to the grievance procedure of this agreement (Article 31) in any way except for an allegation that the County failed to provide notice or acted before the sixty (60) day period concluded. Any ruling by an arbitrator under this Article 36.3.b(2) that is adverse to the County shall be limited to ordering the County to comply with the notice and/or time limits specified above.

#### 36.4 Written Modifications Required

No agreement, alteration, understanding, variation, waiver, or modification of any of the terms or provisions contained herein shall in any manner be binding upon the Association and the County,

unless made and executed in writing by the parties, and if required, approved and implemented by the Board of Supervisors.

36.5 No Limitation on Authority of Civil Service Commission

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

36.6 Non-Precedence

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

### **ARTICLE 37- ASSOCIATION SECURITY**

37.1 Maintenance of Membership

Effective March 4, 2003, all employees who have Association dues deduction authorization on file with the Auditor-Controller or who may thereafter authorize in writing the deduction of Association dues, shall remain on such payroll deduction. This maintenance of membership required payroll Association dues deduction shall continue for the term of this Memorandum, except that such maintenance of membership required dues deductions shall be voided under any of the following circumstances: when an employee is removed from a classification allocated to the representative bargaining units covered under this Memorandum; consistent with applicable law, if the employee notifies the Auditor-Controller in writing to cease such dues deductions after June 18, 2007, the expiration date of the memorandum, and a successor agreement has not been concluded which continues this provision or all applicable impasse procedures concerning negotiations for such a successor agreement have been exhausted without an agreement being reached; and at any time an employee and the Association stipulate in writing to the Auditor-Controller that the employee is not to be subject to further dues deductions under this clause or any other provision of this Memorandum. The Association agrees to indemnify, defend, hold harmless, and release the County, its officers, agents and employees from any claim, liability or damage arising from this provision.

37.2 Agency Shop Service Fee

- a. Any non-supervisory employee in a classification in the non-supervisory bargaining units covered by this agreement shall as a condition of continued employment, either:
  - (1) Pay to the Association an agency shop service fee as provided below; or
  - (2) (a) Execute a written declaration that the employee is a member of a bona fide religion, body or sect which holds a conscientious objection to joining or financially supporting any public employee organization as a condition of employment; and
  - (b) Pay a sum equal to the agency shop service fee (full service fee) described below to a non-religious, non-labor charitable fund exempt from taxation under Section 501(c)(3) of the Internal Revenue Code. Proof of such payments shall be made on

a monthly basis to the County and the Association as a condition of continued exemption from the requirement of financial support to the Association.

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

### 37.3 Separation from Unit Exception

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

### 37.4 Service Fee Choice

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

### 37.5 Calculation of Basic Service Fee

- a. The basic service fee will be calculated by the Association to fairly value the collective bargaining activities, contract administration and grievance adjustment services provided. The basic service fee shall not be used for any of the following:
  - (1) Lobbying or political activity by the Association.
  - (2) Payments to affiliates by the Association.
  - (3) Social activities for Association member.
  - (4) Charitable and philanthropic activities.
  - (5) Insurance and other benefit programs for members and full service fee payers.
  
- b. The basic service fee shall not entitle the payer to the same rights, level of benefits and privileges as Association members or individuals electing to pay a full service fee. The Association shall fairly represent all employees covered by this agreement. However, that duty

does not require that basic fee payers obtain the same level of individual representation benefits or other benefits as Association members and full service fee payers. For example, basic service fee payers may not receive legal representation in individual disciplinary actions or civil or criminal actions brought against them as a result of acts or omissions within the course and scope of their employment. Basic fee payers will not be entitled to attorney consultation, retirement, insurance and death benefits provided only to members. The basic service fee will be calculated to fairly charge the represented employee for the representation services provided.

37.6 Advance Notice of Agency Shop Service Fee

No agency shop service fee shall be collected from any employee until the first pay period no less than thirty (30) days after the employee has received written notice sent by certified mail from the Association which includes legally adequate information concerning the calculation of the basic service fee, the services provided for a full service fee and basic service fee, a description of a reasonably prompt opportunity to challenge the amount of the basic service fee before an impartial decision-maker, and notice as to how the employee may elect to pay the full service fee, waive constitutional rights or object to the amount for the basic service fee. An escrow account shall be set up by the Association of any amounts reasonably in dispute while any challenges are pending.

37.7 Notice of New Employees

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

37.8 Agency Shop Service Fee Collection

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

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

37.9 Indemnification

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

37.10 Rescission of Agency Shop Provision

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

37.11 Record-Keeping and Reporting

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

37.12 Association's Constitutional Obligations

- a. It is recognized that this agency shop provision affects sensitive and important political speech and association rights of County employees, which are protected by the First Amendment of the U.S. Constitution. In an effort to ensure that these rights are not infringed, this article sets forth procedures and requirements that the Association must, at a minimum, follow. Nothing in this article or any other, however, relieves the Association of taking whatever additional action may legally be required to protect the constitutional rights of employees who are subject to an agency shop service fee under this subsection. The Association also acknowledges that the law in this area is constantly evolving, and therefore, recognizes that it has an ongoing obligation to monitor relevant legal developments, including the case law on this subject, and to adapt its conduct in implementing this article as required. The Association also recognizes that it is foreseeable that the employees subject to the agency shop service fee may suffer damages if this subsection is not carried out in accordance with the First Amendment. For this reason, and others, the County has strongly encouraged and still does strongly encourage the Association to consult with competent legal counsel throughout the term of this contract over the implementation of this subsection.
- b. No employee shall be discriminated against or harassed on the basis of his or her status as a non-member. Reasonable communication regarding the Association and/or Association membership shall not be considered discrimination or harassment under this subsection.

37.13 Violation of Law

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

## **ARTICLE 38 - INVALID SECTIONS**

### **38.1 Invalid Sections**

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

### **38.2 Separability**

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

## **ARTICLE 39 - DISTRIBUTION OF MEMORANDUM OF UNDERSTANDING AND ENACTMENT**

### **39.1 Distribution**

The County will provide a copy of this Memorandum of Understanding to all employees covered by this Memorandum of Understanding.

### **39.2 Enactment**

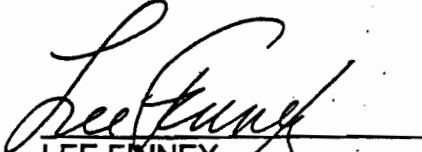
County and Association agree that any policy, procedure, rule regulation, benefit, premium pay or other form of compensation including salary that is changed or modified by the terms and conditions of this Memorandum of Understanding is hereby repealed in its entirety, and that this Memorandum is in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

COUNTY OF SONOMA

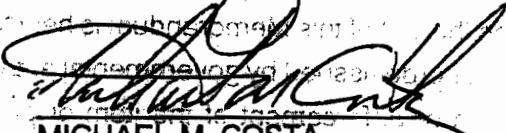
  
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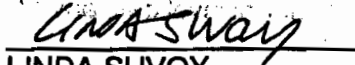
SONOMA COUNTY LAW  
ENFORCEMENT ASSOCIATION

  
SHAUN DUFOSEE

  
LEE FINNEY

  
DAVID SWIM

  
MICHAEL M. COSTA

  
LINDA SUVOY

Signed at Santa Rosa, California, this 7 day of February 2003.

## APPENDIX A

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

Job	Salary ranges effective March 4, 2003	Salary Range	Minimum Monthly	Maximum Monthly
<u>Class#</u> <u>AbbrTitle</u>		<u>3/4/03</u>	<u>Equivalent</u>	<u>Equivalent</u>
<b><u>CORRECTIONS AND PROBATION NON-SUPERVISORY UNIT - UNIT 30</u></b>				
3020 CHILDREN'S RESIDENTIAL CARE COUNSELOR I		1594	\$2,772	\$3,371
3021 CHILDREN'S RESIDENTIAL CARE COUNSELOR II		1884	\$3,277	\$3,983
1691 COMMUNICATIONS DISPATCHER I		1953	\$3,367	\$4,131
1692 COMMUNICATIONS DISPATCHER II		2233	\$3,884	\$4,720
4152 CORRECTIONAL OFFICER I		1885	\$3,279	\$3,985
4154 CORRECTIONAL OFFICER II		2408	\$4,188	\$5,089
3111 JUVENILE CORRECTIONAL COUNSELOR I		1594	\$2,772	\$3,371
3112 JUVENILE CORRECTIONAL COUNSELOR II		1884	\$3,277	\$3,983
3113 JUVENILE CORRECTIONAL COUNSELOR III		2156	\$3,750	\$4,559
4155 PERSONNEL BACKGROUND INVEST		2528	\$4,397	\$5,343
3106 PROBATION INDUSTRIES CREW SUPV		2147	\$3,734	\$4,538
3223 PROBATION OFFICER I		1958	\$3,405	\$4,139
3225 PROBATION OFFICER II		2156	\$3,750	\$4,559
3227 PROBATION OFFICER III		2435	\$4,235	\$5,148
1694 SENIOR COMM DISPATCHER		2341	\$4,072	\$4,950
<b><u>CORRECTIONS AND PROBATION SUPERVISORY UNIT- UNIT 70</u></b>				
4157 CORRECTIONAL SERGEANT		3008	\$5,232	\$6,359
3114 JUVENILE CORRECTIONAL COUNS IV		2402	\$4,178	\$5,077
4158 PERSONNEL BACKGROUND INVEST SGT		3158	\$5,493	\$6,677
3107 PROBATION INDUSTRIES FLD SUPV		2410	\$4,182	\$5,098
3229 PROBATION OFFICER IV		2926	\$5,089	\$6,185
3024 SUPV CHILD RES CARE COUNSELOR		2402	\$4,178	\$5,077
1696 SUPERVISING COMM DISPATCHER		2654	\$4,616	\$5,611
<b><u>LAW ENFORCEMENT NON-SUPERVISORY UNIT - UNIT 40</u></b>				
4203 DA INVESTIGATOR TRAINEE		2469	\$4,294	\$5,220
4205 DA INVESTIGATOR I		2720	\$4,731	\$5,750
4206 DA INVESTIGATOR I INT PO		2788	\$4,849	\$5,893
4207 DA INVESTIGATOR I ADV PO		2856	\$4,967	\$6,037
4212 DA INVESTIGATOR II		3120	\$5,427	\$6,597
4213 DA INVESTIGATOR II INT PO		3198	\$5,562	\$6,761
4214 DA INVESTIGATOR II ADV PO		3276	\$5,698	\$6,928
4519 FIRE INSPECTOR		2976	\$5,176	\$6,291
4406 PARK RANGER I		1829	\$3,181	\$3,866
4408 PARK RANGER II		2004	\$3,485	\$4,235
4241 WELFARE FRAUD INVESTIGATOR TRA		2176	\$3,785	\$4,600
4243 WELFARE FRAUD INV I		2563	\$4,458	\$5,418
4244 WELFARE FRAUD INV I INT PO		2627	\$4,569	\$5,554
4245 WELFARE FRAUD INV I ADV PO		2691	\$4,680	\$5,689
4246 WELFARE FRAUD INV II		2912	\$5,065	\$6,159
4247 WELFARE FRAUD INV II INT PO		2985	\$5,192	\$6,312
4248 WELFARE FRAUD INV II ADV PO		3058	\$5,319	\$6,467
<b><u>LAW ENFORCEMENT SUPERVISORY - UNIT 41</u></b>				
4215 SENIOR DA INVESTIGATOR		3546	\$6,167	\$7,495
4251 SENIOR WELFARE FRAUD INV		3119	\$5,425	\$6,595
4252 SENIOR WELF FRAUD INV-INT POST		3197	\$5,560	\$6,759
4253 SENIOR WELF FRAUD INV-ADV POST		3275	\$5,696	\$6,926

A 1.2 Employees in classifications in the Law Enforcement Non-Supervisory Bargaining Unit, Law Enforcement Supervisory Unit, Corrections and Probation Non-Supervisory Unit, and Corrections and Probation Supervisory Unit shall be paid from the salary ranges shown herein during the term of this multi-year Memorandum of Understanding. The adjustments to new salary ranges shall occur on the dates specified below:

Salary ranges effective March 2, 2004

Job Class#	AbbrTitle	Salary Range 3/2/04	Minimum Monthly Equivalent	Maximum Monthly Equivalent
<b><u>CORRECTIONS AND PROBATION NON-SUPERVISORY UNIT - UNIT 30</u></b>				
	3020 CHILDREN'S RESIDENTIAL CARE COUNSELOR I	1650	\$2,870	\$3,491
	3021 CHILDREN'S RESIDENTIAL CARE COUNSELOR II	1950	\$3,392	\$4,124
	1691 COMMUNICATIONS DISPATCHER I	2021	\$3,515	\$4,272
	1692 COMMUNICATIONS DISPATCHER II	2311	\$4,019	\$4,886
	4152 CORRECTIONAL OFFICER I	1951	\$3,393	\$4,126
	4154 CORRECTIONAL OFFICER II	2492	\$4,334	\$5,268
	3111 JUVENILE CORRECTIONAL COUNSELOR I	1650	\$2,870	\$3,491
	3112 JUVENILE CORRECTIONAL COUNSELOR II	1950	\$3,392	\$4,124
	3113 JUVENILE CORRECTIONAL COUNSELOR III	2231	\$3,880	\$4,717
	4156 PERSONNEL BACKGROUND INVEST	2616	\$4,550	\$5,529
	3106 PROBATION INDUSTRIES CREW SUPV	2222	\$3,885	\$4,700
	3223 PROBATION OFFICER I	2027	\$3,525	\$4,284
	3225 PROBATION OFFICER II	2231	\$3,880	\$4,717
	3227 PROBATION OFFICER III	2520	\$4,383	\$5,327
	1694 SENIOR COMM DISPATCHER	2423	\$4,214	\$5,122
<b><u>CORRECTIONS AND PROBATION SUPERVISORY UNIT- UNIT 70</u></b>				
	4157 CORRECTIONAL SERGEANT	3113	\$5,414	\$6,581
	3114 JUVENILE CORRECTIONAL COUNS IV	2486	\$4,324	\$5,256
	4158 PERS/BACKGROUND INVEST SGT	3289	\$5,686	\$6,910
	3107 PROBATION INDUSTRIES FLD SUPV	2494	\$4,338	\$5,273
	3229 PROBATION OFFICER IV	3028	\$5,266	\$6,401
	3024 SUPV CHILD RES CARE COUNSELOR	2486	\$4,324	\$5,256
	1696 SUPERVISING COMM DISPATCHER	2747	\$4,778	\$5,806
<b><u>LAW ENFORCEMENT NON-SUPERVISORY UNIT - UNIT 40</u></b>				
	4203 DA INVESTIGATOR TRAINEE	2555	\$4,444	\$5,402
	4205 DA INVESTIGATOR I	2815	\$4,896	\$5,952
	4206 DA INVESTIGATOR I INT PO	2885	\$5,018	\$6,098
	4207 DA INVESTIGATOR I ADV PO	2956	\$5,141	\$6,249
	4212 DA INVESTIGATOR II	3229	\$5,616	\$6,827
	4213 DA INVESTIGATOR II INT PO	3310	\$5,757	\$7,001
	4214 DA INVESTIGATOR II ADV PO	3390	\$5,896	\$7,168
	4519 FIRE INSPECTOR	3080	\$5,357	\$6,512
	4406 PARK RANGER I	1893	\$3,292	\$4,002
	4408 PARK RANGER II	2074	\$3,607	\$4,385
	4241 WELFARE FRAUD INVESTIGATOR TRA	2252	\$3,917	\$4,760
	4243 WELFARE FRAUD INV I	2653	\$4,614	\$5,609
	4244 WELFARE FRAUD INV I INT PO	2719	\$4,729	\$5,748
	4245 WELFARE FRAUD INV I ADV PO	2786	\$4,846	\$5,889
	4246 WELFARE FRAUD INV II	3014	\$5,242	\$6,371
	4247 WELFARE FRAUD INV II INT PO	3089	\$5,373	\$6,529
	4248 WELFARE FRAUD INV II ADV PO	3165	\$5,505	\$6,689
<b><u>LAW ENFORCEMENT SUPERVISORY - UNIT 41</u></b>				
	4215 SENIOR DA INVESTIGATOR	3670	\$6,383	\$7,759
	4251 SENIOR WELFARE FRAUD INV	3228	\$5,614	\$6,823
	4252 SENIOR WELF FRAUD INV-INT POST	3309	\$5,755	\$6,995
	4253 SENIOR WELF FRAUD INV-ADV POST	3389	\$5,894	\$7,164

A 1.3 Employees in classifications in the Law Enforcement Non-Supervisory Bargaining Unit, Law Enforcement Supervisory Unit, Corrections and Probation Non-Supervisory Unit, and Corrections and Probation Supervisory Unit shall be paid from the salary ranges shown herein during the term of this multi-year Memorandum of Understanding. The adjustments to new salary ranges shall occur on the dates specified below.

Job		Salary	Minimum	Maximum
		Range	Monthly	Monthly
Class#	AbbrTitle	3/1/05	Equivalent	Equivalent
<b>Salary ranges effective March 1, 2005</b>				
<b><u>CORRECTIONS AND PROBATION NON-SUPERVISORY UNIT - UNIT 30</u></b>				
	3020 CHILDREN'S RESIDENTIAL CARE COUNSELOR I	1708	\$2,971	\$3,611
	3021 CHILDREN'S RESIDENTIAL CARE COUNSELOR II	2018	\$3,510	\$4,266
	1691 COMMUNICATIONS DISPATCHER I	2092	\$3,639	\$4,423
	1692 COMMUNICATIONS DISPATCHER II	2392	\$4,160	\$5,060
	4152 CORRECTIONAL OFFICER I	2019	\$3,512	\$4,268
	4154 CORRECTIONAL OFFICER II	2579	\$4,486	\$5,451
	3111 JUVENILE CORRECTIONAL COUNSELOR I	1708	\$2,971	\$3,611
	3112 JUVENILE CORRECTIONAL COUNSELOR II	2018	\$3,510	\$4,266
	3113 JUVENILE CORRECTIONAL COUNSELOR III	2309	\$4,016	\$4,880
	4155 PERSONNEL BACKGROUND INVEST	2708	\$4,710	\$5,724
	3106 PROBATION INDUSTRIES CREW SUPV	2300	\$4,000	\$4,863
	3223 PROBATION OFFICER I	2098	\$3,649	\$4,435
	3225 PROBATION OFFICER II	2309	\$4,016	\$4,880
	3227 PROBATION OFFICER III	2608	\$4,536	\$5,514
	1694 SENIOR COMM DISPATCHER	2508	\$4,362	\$5,301
<b><u>CORRECTIONS AND PROBATION SUPERVISORY UNIT- UNIT 70</u></b>				
	4157 CORRECTIONAL SERGEANT	3222	\$5,604	\$6,813
	3114 JUVENILE CORRECTIONAL COUNS IV	2573	\$4,475	\$5,440
	4158 PERS/BACKGROUND INVEST SGT	3383	\$5,884	\$7,154
	3107 PROBATION INDUSTRIES FLD SUPV	2581	\$4,489	\$5,456
	3229 PROBATION OFFICER IV	3134	\$5,451	\$6,627
	3024 SUPV CHILD RES CARE COUNSELOR	2573	\$4,475	\$5,440
	1696 SUPERVISING COMM DISPATCHER	2843	\$4,945	\$6,011
<b><u>LAW ENFORCEMENT NON-SUPERVISORY UNIT - UNIT 40</u></b>				
	4203 DA INVESTIGATOR TRAINEE	2644	\$4,599	\$5,590
	4205 DA INVESTIGATOR I	2914	\$5,068	\$6,162
	4206 DA INVESTIGATOR I INT PO	2987	\$5,195	\$6,315
	4207 DA INVESTIGATOR I ADV PO	3060	\$5,322	\$6,470
	4212 DA INVESTIGATOR II	3342	\$5,813	\$7,063
	4213 DA INVESTIGATOR II INT PO	3426	\$5,959	\$7,242
	4214 DA INVESTIGATOR II ADV PO	3509	\$6,103	\$7,416
	4519 FIRE INSPECTOR	3188	\$5,545	\$6,740
	4406 PARK RANGER I	1959	\$3,407	\$4,141
	4408 PARK RANGER II	2147	\$3,734	\$4,538
	4241 WELFARE FRAUD INVESTIGATOR TRA	2331	\$4,054	\$4,929
	4243 WELFARE FRAUD INV I	2746	\$4,776	\$5,804
	4244 WELFARE FRAUD INV I INT PO	2815	\$4,896	\$5,952
	4245 WELFARE FRAUD INV I ADV PO	2883	\$5,014	\$6,094
	4246 WELFARE FRAUD INV II	3119	\$5,425	\$6,595
	4247 WELFARE FRAUD INV II INT PO	3197	\$5,560	\$6,759
	4248 WELFARE FRAUD INV II ADV PO	3275	\$5,696	\$6,926
<b><u>LAW ENFORCEMENT SUPERVISORY - UNIT 41</u></b>				
	4215 SENIOR DA INVESTIGATOR	3798	\$6,606	\$8,028
	4251 SENIOR WELFARE FRAUD INV	3341	\$5,811	\$7,061
	4252 SENIOR WELF FRAUD INV-INT POST	3425	\$5,957	\$7,241
	4253 SENIOR WELF FRAUD INV-ADV POST	3508	\$6,101	\$7,415

A 1.4 Employees in classifications in the Law Enforcement Non-Supervisory Bargaining Unit, Law Enforcement Supervisory Unit, Corrections and Probation Non-Supervisory Unit, and Corrections and Probation Supervisory Unit shall be paid from the salary ranges shown herein during the term of this multi-year Memorandum of Understanding. The adjustments to new salary ranges shall occur on the dates specified below:

Salary ranges effective March 14, 2006

Job Class#	AbbrTitle	Salary Range 3/14/06	Minimum Monthly Equivalent	Maximum Monthly Equivalent
<b><u>CORRECTIONS AND PROBATION NON-SUPERVISORY UNIT - UNIT 30</u></b>				
	3020 CHILDREN'S RESIDENTIAL CARE COUNSELOR I	1768	\$3,075	\$3,736
	3021 CHILDREN'S RESIDENTIAL CARE COUNSELOR II	2089	\$3,633	\$4,416
	1691 COMMUNICATIONS DISPATCHER I	2165	\$3,766	\$4,576
	1692 COMMUNICATIONS DISPATCHER II	2476	\$4,306	\$5,235
	4152 CORRECTIONAL OFFICER I	2090	\$3,635	\$4,420
	4154 CORRECTIONAL OFFICER II	2669	\$4,642	\$5,640
	3111 JUVENILE CORRECTIONAL COUNSELOR I	1768	\$3,075	\$3,736
	3112 JUVENILE CORRECTIONAL COUNSELOR II	2089	\$3,633	\$4,416
	3113 JUVENILE CORRECTIONAL COUNSELOR III	2390	\$4,157	\$5,054
	4155 PERSONNEL BACKGROUND INVEST	2803	\$4,875	\$5,926
	3106 PROBATION INDUSTRIES CREW SUPV	2381	\$4,141	\$5,033
	3223 PROBATION OFFICER I	2171	\$3,776	\$4,592
	3225 PROBATION OFFICER II	2390	\$4,157	\$5,054
	3227 PROBATION OFFICER III	2699	\$4,694	\$5,707
	1694 SENIOR COMM DISPATCHER	2596	\$4,515	\$5,487
<b><u>CORRECTIONS AND PROBATION SUPERVISORY UNIT - UNIT 70</u></b>				
	4157 CORRECTIONAL SERGEANT	3335	\$5,800	\$7,051
	3114 JUVENILE CORRECTIONAL COUNS IV	2663	\$4,632	\$5,630
	4158 PERS/BACKGROUND INVEST SGT	3501	\$6,089	\$7,402
	3107 PROBATION INDUSTRIES FLD SUPV	2671	\$4,646	\$5,647
	3229 PROBATION OFFICER IV	3244	\$5,642	\$6,858
	3024 SUPV CHILD RES CARE COUNSELOR	2663	\$4,632	\$5,630
	1696 SUPERVISING COMM DISPATCHER	2943	\$5,119	\$6,221
<b><u>LAW ENFORCEMENT NON-SUPERVISORY UNIT - UNIT 40</u></b>				
	4203 DA INVESTIGATOR TRAINEE	2737	\$4,760	\$5,787
	4205 D A INVESTIGATOR I	3019	\$5,246	\$6,378
	4206 D A INVESTIGATOR I INT PO	3091	\$5,378	\$6,534
	4207 DA INVESTIGATOR I ADV PO	3167	\$5,508	\$6,694
	4212 DA INVESTIGATOR II	3459	\$6,016	\$7,314
	4213 DA INVESTIGATOR II INT PO	3545	\$6,166	\$7,493
	4214 DA INVESTIGATOR II ADV PO	3632	\$6,317	\$7,679
	4519 FIRE INSPECTOR	3300	\$5,740	\$6,976
	4406 PARK RANGER I	2028	\$3,527	\$4,286
	4408 PARK RANGER II	2222	\$3,865	\$4,700
	4241 WELFARE FRAUD INVESTIGATOR TRA	2413	\$4,197	\$5,103
	4243 WELFARE FRAUD INV I	2842	\$4,943	\$6,009
	4244 WELFARE FRAUD INV I INT PO	2913	\$5,086	\$6,161
	4245 WELFARE FRAUD INV I ADV PO	2984	\$5,190	\$6,310
	4246 WELFARE FRAUD INV II	3228	\$5,614	\$6,823
	4247 WELFARE FRAUD INV II INT PO	3309	\$5,755	\$6,995
	4248 WELFARE FRAUD INV II ADV PO	3389	\$5,894	\$7,164
<b><u>LAW ENFORCEMENT SUPERVISORY - UNIT 41</u></b>				
	4215 SENIOR DA INVESTIGATOR	3931	\$6,837	\$8,312
	4251 SENIOR WELFARE FRAUD INV	3458	\$6,014	\$7,312
	4252 SENIOR WELF FRAUD INV-INT POST	3544	\$6,164	\$7,491
	4253 SENIOR WELF FRAUD INV-ADV POST	3631	\$6,315	\$7,677

## **APPENDIX B**

### **DEPARTMENTAL GRIEVANCE PROCEDURE**

The following grievance procedure is available to employees in the Law Enforcement and the Corrections/Probation Supervisory and Non-Supervisory bargaining units represented by the Sonoma County Law Enforcement Association.

#### Section 1. DEFINITIONS:

- (a) **GRIEVANCE.** A grievance is a complaint by an employee, a group of employees, or by either the Sonoma County Law Enforcement (herein after, the "Association") on behalf of an employee(s) (all herein after referred to as a "grievant") represented by the Association concerning an alleged violation or misapplication of one or more of the written departmental policies affecting an employee's terms and conditions of employment and within the scope of representation as defined by Government Code 3504 and the County's Employee Relations Policy. All other matters are excluded from the definition of grievance and from this grievance procedure, including but not limited to:
  - (1) Complaints concerning matters which are specifically covered by an existing Memorandum of Understanding (MOU) covering the grievant whether or not they are subject to any grievance or dispute resolution procedure hereunder;
  - (2) complaints, the resolution of which would require a change in or an amendment to law, ordinance, or the resolutions, rules or regulations of the Board of Supervisors;
  - (3) discrimination complaints which are subject to the County's Equal Opportunity Discrimination Complaint Procedure;
  - (4) dismissals, suspensions, and reductions in rank or compensation; and
  - (5) in addition to (4), above, all other matters appealable under the Civil Service Ordinance and/or the Rules of the Civil Service Commission.
- (b) **GRIEVANCE PROCEDURE.** This grievance procedure is the method by which a grievant may seek management action to relieve or eliminate the grievance as defined above.
- (c) **GRIEVANCE APPEALS COMMITTEE.** A Grievance Appeals Committee of three members shall be a forum for consideration of grievances. Committee members shall be composed as follows:
  - (1) One person selected by the Association representing the grievant.
  - (2) The Director of Human Resources or designee.
  - (3) The third member of the Committee shall be mutually selected by the first two Committee members chosen by the grievant and the Human Resources Director. The third member of the Committee must be so selected within ten (10) days of the day the first two members were selected. If the first two Committee members are unable to agree upon a selection, then the first two Committee members shall strike names off of a list of the current members of the County Civil Service Commission until only one name remains, who shall be the third member of the Committee. The order of striking shall be determined by a coin toss. No Committee member may be selected who is employed in

the department in which the grievant is employed. Committee members shall select a chairperson. The Human Resources Department shall provide secretarial services to the Committee. The Committee shall meet on call of its chairman and with mutual agreement, as to date and time of the meeting, among the grievant, the department head and the other Committee members. Deliberations of the Committee shall be informal, confidential and provide a full and fair hearing of the grievance and proposed solutions without formal rules of evidence or a stenographic or electronic recording of the proceedings.

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

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

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

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

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

- Section 6. FORMAL GRIEVANCE PROCEDURE. An employee whose grievance is not satisfactorily resolved by the informal procedure may institute a formal grievance. The formal grievance shall conform to the following:
- (a) All formal grievances shall be in writing on the form appended to this resolution. A supply of forms shall be maintained in each department covered by this procedure and shall be readily accessible to all employees.
  - (b) Within five (5) days after receipt of the supervisor's oral decision in the informal proceeding, the grievant may file a formal grievance on the form prescribed. The grievant shall provide the necessary information called for at the top of the form and in Steps I and II of the grievance form in clearly legible writing, printing, or typing. The grievant shall file the original form with the immediate supervisor.
  - (c) The immediate supervisor shall meet with the grievant within five (5) days after filing of the grievance form for discussion of the formal grievance. The immediate supervisor shall complete "Supervisor's Decision" portion of the form and return it to the grievant within seven (7) days after their meeting. A copy of the supervisor's decision and attached grievance documents shall also be filed with the Human Resources Director.
  - (d) The grievant may appeal the decision of the immediate supervisor by completing the first part of Step III of the grievance form and filing it with the next higher level of supervision (identified by the department head) and to the grievant's department head within seven (7) days after receipt of the supervisor's decision. The functions of the department head hereunder may be performed by the department head's duly authorized representative.
  - (e) The person occupying the next higher level of supervision together with the department head, or representative, shall meet with the grievant within ten (10) days after filing of the appeal for discussion of the grievance. The grievant's department head shall complete the rest of the Step III "Department Head's Response" and return it to the employee within fifteen (15) days after such meeting. A copy of the department head's response and any attached grievance documents shall also be filed with the Human Resources Director.
  - (f) The grievant may appeal the decision of the department head by filing a written request for such appeal to the Human Resources Director within fifteen (15) days after receipt of the department head's decision. The Human Resources Director shall immediately deliver a copy of the written appeal to the grievant's department head. The grievant shall within three (3) days of filing the appeal submit to the Human Resources Director the name of the Grievance Appeals Committee member selected by the grievant or the Association. The Human Resources Director shall select a Committee member to represent the Human Resources Director and then provide assistance as necessary to select the third Committee member in accordance with the selection process in Section 1(c), above. The grievant's written appeal shall provide full details of the facts of the grievance and why the department head's response did not satisfactorily resolve the grievance.
  - (g) To the extent possible, the Grievance Appeals Committee shall schedule the appeal for hearing to occur not later than ten (10) days from the date all three members of the Committee are selected and shall forthwith notify the grievant and the grievant's department head of the time and place at which the appeal will be considered. The Committee may reach and

announce its advisory decision at the close of the hearing or it may retire and deliberate in private before announcing its advisory decision. In order to be properly reached, an advisory decision by the Committee must be agreed upon by at least two (2) members, be in writing, and show both the findings of facts and reasoning of the decision. The Committee shall deliver, with proof of service, a copy of its advisory decision to the department head, the grievant, the Association and the Human Resources Director within ten (10) days after conclusion of the hearing.

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

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

- (a) The time limitations herein specified may be extended only by written consent of the grievant and the department head. In the absence of such time extension, failure by a grievant to present the grievance or to appeal a decision within the time limits prescribed shall be deemed a resolution of the grievance. Failure of the management representative to meet with the employee or render a decision within the time limits herein specified shall justify appeal to the next step in the grievance procedure.
- (b) An employee shall include all current grievances in one grievance. To the degree practicable, grievances shall not be duplicated. If several employees in a single department wish to present grievances which are the same or substantially similar, those grievances shall be joined into one.
- (c) All meeting and hearings under this procedure shall be conducted in confidential and private sessions in order to protect the confidentiality of the matters under review.
- (d) Any dispute or question as to whether a particular complaint or grievance by an employee is covered under this procedure shall not be subject to determination by the Grievance Appeals Committee.

**APPENDIX B**

**DEPARTMENTAL GRIEVANCE FORM**

For use only to process a grievance under the Grievance Procedure established by the Board of Supervisors for employees in the Law Enforcement and Corrections/Probation Supervisory and Non-supervisory bargaining units, represented by the Sonoma County Law Enforcement Association.

NAME:

JOB CLASSIFICATION:

DEPARTMENT/DIVISION:

ASSOCIATION:

**STEP I**

**AN INFORMAL DISCUSSION WITH YOUR IMMEDIATE SUPERVISOR.**

Before completing the remainder of this form, an informal discussion with your immediate supervisor must take place **within ten (10) days** from the action causing the grievance.

SUPERVISOR'S NAME:

TITLE:

DATE DISCUSSION HELD:

DATE OF SUPERVISOR'S RESPONSE:

**STEP II**

IF THE GRIEVANCE WAS NOT RESOLVED AT STEP I, STATE IT IN WRITING AT THIS STEP AND SUBMIT THIS FORM TO YOUR SUPERVISOR, **WITHIN FIVE (5) DAYS OF STEP I RESPONSE.**

DESCRIBE GRIEVANCE (If more space is needed, use additional paper):

DATE (S) OF INCIDENT (S):

WRITTEN DEPARTMENTAL POLICY VIOLATED:

REQUESTED SOLUTION:

EMPLOYEE'S SIGNATURE:

DATE:

2

SUPERVISOR'S DECISION:

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

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

DATE OF APPEAL:

EMPLOYEE'S SIGNATURE:

DEPARTMENT HEAD'S RESPONSE:

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

**STEP IV**

IF THE GRIEVANCE WAS NOT SETTLED AT STEP III, THE ASSOCIATION MAY APPEAL THE DEPARTMENT HEAD'S DECISION IN WRITING WITHIN **FIFTEEN (15)** DAYS TO THE GRIEVANCE APPEALS COMMITTEE IN CARE OF THE **HUMAN RESOURCES DIRECTOR** *(If more space is needed, use additional paper).*

**APPENDIX C**

**SCLEA**  
**MEMORANDUM OF UNDERSTANDING**  
**GRIEVANCE FORM**

(For use <u>only</u> to process a grievance under the Grievance Procedure established in Article 31 of the Sonoma County <b>Law Enforcement</b> Association Memorandum of Understanding for employees in the Law Enforcement and Corrections/Probation Supervisory and Non-supervisory bargaining units.	
NAME	JOB CLASSIFICATION
DEPARTMENT/DIVISION	
ASSOCIATION	
<b><u>STEP I</u></b> AN INFORMAL DISCUSSION WITH YOUR IMMEDIATE SUPERVISOR.  Before completing the remainder of this form, an informal discussion with your immediate supervisor must take place within <b>ten (10)</b> days from the date of the action causing the grievance. <p align="center">Section 31.6</p>	
SUPERVISOR'S NAME	TITLE
DATE DISCUSSION HELD	DATE OF SUPERVISOR'S RESPONSE
<b><u>STEP II</u></b> IF THE GRIEVANCE WAS NOT RESOLVED AT STEP I, STATE IT IN WRITING AT THIS STEP AND SUBMIT THIS FORM TO YOUR IMMEDIATE SUPERVISOR WITH A COPY TO THE COUNTY'S EMPLOYEE RELATIONS MANAGER WITHIN <b>FIVE (5)</b> DAYS AFTER RECEIPT OF THE IMMEDIATE SUPERVISOR'S RESPONSE FROM STEP I. <p align="center">Section 31.7</p>	
DESCRIBE GRIEVANCE (If more space is needed, use additional paper.)	
DATE (S) OF INCIDENT (S)	
M.O.U. ARTICLE VIOLATED	
REQUESTED SOLUTION	
EMPLOYEE'S SIGNATURE	DATE

SUPERVISOR'S DECISION

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

**STEP III**

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

DATE OF APPEAL

EMPLOYEE'S SIGNATURE

DEPARTMENT HEAD'S RESPONSE

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

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

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## DOMESTIC PARTNER DEFINED

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

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

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

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

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



**AMENDED LETTER OF UNDERSTANDING**  
between  
**The County of Sonoma**  
and  
**Sonoma County Law Enforcement**  
**Association (SCLEA)**

During the recently concluded negotiations for a successor Memorandum of Understanding (MOU) between Sonoma County and the Sonoma County Law Enforcement Association (SCLEA), the parties achieved the following agreements regarding the implementation of classification changes within the County's Juvenile facilities:

1. Effective March 4, 2003, the Youth Supervisor series in the Probation Department (YS I, YS II, YS III and Probation Camp Supervisor) will be renamed "Juvenile Correctional Counselor" I, II, III, or IV.
2. The current classifications of YS I and YS II will become Juvenile Correctional Counselor I and Juvenile Correctional Counselor II with incumbent YS I's becoming Juvenile Correctional Counselor I's and incumbent YS II's who are not in a designated premium position becoming Juvenile Correctional Counselor II's.
3. Incumbent YS II's receiving a premium will be transitioned to either a Juvenile Correctional Counselor II or Juvenile Correctional Counselor III in the following manner:
  - a. The one (1) FTE YS II casework position at Camp will be reclassified to Juvenile Correctional Counselor III.
  - b. The eleven (11) FTE Probation Camp Supervisor positions at Camp will be reclassified to Juvenile Correctional Counselor III.
  - c. The five (5) FTE YS II casework positions at Sierra Youth Center will be reclassified to Juvenile Correctional Counselor III.
  - d. The three (3) FTE YS II Weekend Work Crew positions will become Juvenile Correctional Counselor II's with the incumbents salaries Y-rated until such time as the top step of Juvenile Correctional Counselor II salary has become greater than the incumbents current salaries at which time they will resume receiving all scheduled increases to the Juvenile Correctional Counselor salary.
  - e. The four (4) FTE YS II casework positions in Community Detention at Juvenile Hall will be reclassified to Juvenile Correctional Counselor III.
  - f. The thirteen (13) FTE YS II casework positions at Juvenile Hall will become Juvenile Correctional Counselor II's with the eight (8) incumbents who have been assigned to their premium positions for less than the three-year guaranteed premium assignment period maintaining the seven percent (7%) premium until each three-year guarantee period expires at which time these employees will stop receiving any additional premium compensation and will then be Y-rated as described in letter "d" above. The salaries of the five (5) incumbents who have been assigned to their premium positions for longer than the three-year guaranteed assignment period will be Y-rated as described in letter "d" above.

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