

MEMORANDUM OF UNDERSTANDING

**THE COUNTY OF SONOMA
AND RELATED AGENCIES**

AND THE

**SERVICE EMPLOYEES' INTERNATIONAL UNION,
LOCAL 707**

Bargaining Units: 0001, 0005, 0010, 0025, 0080, and 0095

July 23, 2002 – June 30, 2008

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MEMORANDUM OF UNDERSTANDING
**BETWEEN THE COUNTY OF SONOMA AND RELATED AGENCIES
AND THE SERVICE EMPLOYEES' INTERNATIONAL UNION LOCAL 707**

2002 - 2008

PREAMBLE

This agreement between the duly appointed representatives of Sonoma County, Sonoma County Water Agency, Northern Sonoma County Air Pollution Control District, the Community Development Commission, and Sonoma County Fair and Exposition, Inc., hereinafter referred to as "County", and SEIU Local 707, AFL-CIO, hereinafter referred to as the "Union", contains the agreement of each concerning wages, hours, and other terms and conditions of employment for the term of this Memorandum. The parties jointly agree to recommend the adoption of this memorandum to the County Board of Supervisors, effective July 23, 2002. This Memorandum shall apply only to those employees in classifications listed within each bargaining unit as provided in Article 2 (Recognition).

ARTICLE 1 - TERM OF MEMORANDUM

The parties agree that all changes contained herein will become effective July 23, 2002, unless otherwise specified. This Memorandum shall expire and otherwise be fully terminated at 11:59 p.m., June 30, 2008. In the event the Union desires to negotiate a successor Memorandum of Understanding, it shall serve on the County its written request to commence negotiations as well as its initial written proposals for any successor Memorandum of Understanding by the first week in January 2008. Negotiations shall commence by the second week in February 2008.

ARTICLE 2 - RECOGNITION

The County recognizes the Union as the exclusive recognized employee organization for the Clerical Non-Supervisory, Service and Technical Support Non-Supervisory, Maintenance Non-Supervisory, Social Service Non-Supervisory, Nursing Services Non-Supervisory, and General Supervisory bargaining units. The bargaining units consist of all full-time, part-time, and extra-help County employees in the classifications listed in Appendix A. Extra-help employees in such classifications are covered by the terms of this Memorandum except where a provision specifically excludes extra-help employees.

Except as provided within this MOU, the provisions of this agreement may not be waived by an individual employee, group of employees, or by an appointing authority. Any request for a waiver, other than as specifically provided in this MOU, must be submitted in writing to the Director of Human Resources and the Union General Manager. Any such request will be reviewed and approved or denied in writing by both the Director of Human Resources and the Union General Manager.

ARTICLE 3 - DEFINITIONS

- 3.1 Definitions Non-Application
None of the following definitions are intended to apply in the administration of the County Employee's Retirement Law of 1937 or to the County's Civil Service Ordinance nor the Rules of the Civil Service Commission.
- 3.2 Definition of Terms
Appointing Authority: the board, commission, group of persons, officer, or person having the power by lawfully delegated authority to make appointment to or removal from positions in the County service.
Alternative Work Schedule: A regular fixed schedule which is other than the standard 5/8 schedule (eight hours per day, five days per week). Examples include a 4/10 schedule (ten hours per day, four days per week) or a 9/8/1 schedule (eight, nine hour days and one eight hour day with one day off in a biweekly pay period). Such alternatives are offered to allow workable schedules for employer and employee and must not create overtime as required under any of the Articles of this agreement or as required by law.

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

Base Salary: the base hourly rate multiplied by the total hours allocated in the pay period.

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

Calendar Year: January 1 through December 31.

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

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

Day: shall be calendar day unless stated otherwise such as working days (regular work days) or regular County business days (Monday through Friday, absent holidays).

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

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

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

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

Employee Part-Time: an employee who is employed in an allocated position which is regularly scheduled for at least 32 hours but less than 60 hours of work per pay period. Unless otherwise specified in this Memorandum, the term "part-time employee(s)" shall include both "employee 3/4 part-time" and "Employee part-time."

Exempt Employee: an employee who for the purposes of this agreement has been designated by the County as exempt from the provisions of the Fair Labor Standards Act.

Extra-Help Employees: as defined in the Civil Service Rules.

Flex-Time Work Schedule: a non-regular work schedule with or without a consistent pattern as to the number of work hours per day or week, but an arrangement whereby the employee is obligated to perform work and be responsible for flexing the hours of his/her own work schedule in accordance with a written agreement between the employee and the appointing authority.

FTE (Full-Time Equivalent Position): FTE is the relationship that the position has to a full-time position as allocated in the budget (e.g., .75, .5, .4). A full-time position is defined as a position which is regularly scheduled to work 80 hours in a pay period.

Hours Worked: includes 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 work is being performed that the County knows of or has reason to know of .

Inservice Hours: pay status as defined in this MOU up to a maximum of 80 hours in a pay period.

Non-exempt Employee: an employee designated by the County to be covered by the provisions of the Fair Labor Standards Act or an otherwise exempt employee treated as if covered for the administrative convenience of the County.

Pay Date: each employee will be paid for each hour of pay status and other compensation nine (9) calendar days after the end of the pay period. If a holiday falls on said day, payment will be made on the preceding regular County business day. Direct deposit will be available for all employees entitled to compensation under this Memorandum. All Advice of Deposit forms and payroll warrants will be available to the Department Head or designee, in the Auditor-Controller's office no earlier than 10:00 a.m. on the designated pay date.

Pay Period: each pay period shall consist of fourteen (14) consecutive calendar days and shall start on a Tuesday and end with the second Monday thereafter.

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.

Personnel File: the official employee personnel record maintained by the County. Guidelines circulated by the Human Resources Department related to the personnel file are to foster good communications but shall not be considered a part of this MOU.

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.

Project or Limited Term Position: An allocated position which exists only for a limited period of time for purposes of accomplishing a specific project, grant, or functions. Such positions shall be designated as project or limited term by job class title, attached to a specific project and/or funding source, and limited in duration to sixty (60) consecutive months from the date the position(s) are allocated by the Board of Supervisors.

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

Regular Rate of Pay: is as defined in the Fair Labor Standards Act and is used for computing statutory overtime for non-exempt employees. It is calculated by multiplying the employee's base hourly rate by the number of hours worked in a given work period, then adding all standby compensation and any special assignment premiums earned in the work period, then dividing the sum by the number of hours worked in the work period.

Regular Work Day: a 24-hour period beginning at 12:01 am, or as specified by the department and approved by Auditor-Payroll, containing a specified number of work hours (normally 8, 9, 10, or 12 consecutive hours of work) and normally interrupted by a meal break.

Regular Work Period: the fixed, regularly recurring period of either 168 or 336 consecutive hours as determined by the County.

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

Reprimand: a written warning that failure to correct a specific deficiency or deficiencies may result in further disciplinary action(s) including but not limited to suspension without pay, demotion in classification, reduction in base salary or termination from County employment.

Salary: includes only wages and premiums, but does not include benefits such as insurance, vehicle use, 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 letters "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.

Split Work Day: a 24-hour period beginning at 12:01 a.m., or as specified by the department and approved by Auditor-Payroll, containing no more than 8 or 10 non-consecutive hours of work.

Statutory Overtime: all hours worked by a non-exempt employee in excess of 40 hours in a regular 7 day work period. For non-exempt employees in a regular 14 day work period, it is all hours worked in excess of 8 in a regular work day or all hours worked in excess of 80 in a regular 14 day work period. Statutory overtime does not apply to exempt employees.

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

3.3

Fair Labor Standards Act - Not Incorporated

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

ARTICLE 4 - UNION RIGHTS

- 4.1 Union's Recognized Right To Represent
The Union and its authorized representatives have the recognized right to represent all members of the bargaining units on all matters within the scope of representation. An employee has the right to represent himself or herself in accordance with Government Code 3500 et seq.
- 4.2 Union Employee Contact
Subject to approval of the designated management representative, union-paid staff and union stewards are permitted to contact a represented employee during the employee's work hours on matters within the scope of representation.
With the approval of the designated management representative, investigation of grievances or pre-disciplinary investigation may be conducted on an employee's work time. Unless otherwise agreed to by management, meetings with employees for purposes other than those specified shall be conducted on the employee's own time (rest breaks, meal periods, before or after work).
The County agrees to provide the Union with a list of designated management representatives and keep such list updated.
- 4.3 Union Meeting Space
Upon Union's request, the County may provide meeting space outside working hours, provided such space is available and Union complies with all departmental rules and County policies. Request for use of facilities shall be made in advance to the Department Head, or designee, and will indicate the date, time, and general purpose of the meeting and facilities needed. Rest breaks and lunch periods are not to be considered within working hours for purpose of this Section (4.3).
- 4.4 Union Communications
The County's interdepartmental messenger service may be used for individual business-oriented communication between employees who are represented by Union and between the paid staff of Union and such employees provided that paid staff of Union shall pick up and deliver all written communications outside the County's normal distribution route. Union understands that the continuance or discontinuance of the interdepartmental messenger service is a matter within the sole discretion of the County.
- 4.5 Union Bulletin Boards
County will furnish adequate bulletin board space measuring no less than 36 x 48 inches. Bulletin boards shall be located in mutually acceptable areas and shall, when possible, be out of plain view of the public. The County shall install new bulletin boards in areas where the Union and the County agree that they are required, with the Union having the option to supply the bulletin boards or to reimburse the County for the cost of the board(s). All materials to be posted on said boards shall be in good taste and strictly impersonal in nature and limited to the legitimate business of the Union. Prior to posting, any material shall be plainly and legibly initialed by an authorized representative of the Union.
- 4.6 Union Employee Lists
The County will provide the Union with a bi-weekly data run of all represented employees showing each employee's name, department and Section code, job classification, employee status, and the employee's home address and social security number. The Human Resources Director and the Union's General Manager may agree to reasonable modifications to the employee information to meet, if possible, the representational needs of the Union. The Union recognizes the legal right of each employee to the employee's privacy and agrees not to use any information obtained pursuant to this Memorandum, or to allow others to use the information for commercial gain, nor in a manner that would violate those rights. With respect to this promise, the Union agrees to indemnify, defend, and hold harmless the County of Sonoma, its officers, employees, and agents, from any claim, liability, or damage arising from the Union's breach of its duty under this Memorandum.

- 4.7 New Employee Information and Orientation
The County shall notify new employees that the Union is the recognized employee organization for the employee's classification. The Union shall have the opportunity to make a 10-minute presentation at each new employee orientation program presented by the County Human Resources Department. The content of the presentation shall be worked out by mutual consent of the Director of Human Resources and the General Manager of the Union. Each new employee shall receive a copy of the Union's standard introductory packet, copies of which shall be provided by the Union. A Union Steward or Field Representative shall be entitled to contact all newly-hired employees for the purpose of providing the new employee with information about the Union. These activities shall be conducted on the Union Steward's and the newly-hired employee's own time.
- 4.8 Union Stewards
The Union may designate Union Stewards among employees in all bargaining units represented by the Union. Union Stewards have the right and obligation to represent and assist individual employees as provided for in this Memorandum. The Union will provide the County's Employee Relations Manager with a current and updated list of Union Stewards. Duties required by the Union of its Stewards - excepting attendance at formal meetings with the County, supervisory personnel and aggrieved employees arising out of a pre-disciplinary ("discipline" means oral or written reprimands, suspension without pay, involuntary demotion or discharge) investigation meeting or any meeting under the grievance procedure - shall not interfere with the Union Stewards' or other employees' regular work assignments. No Stewards may leave duty or work for purposes of union representation without the specific approval of the Stewards' supervisor or other authorized management official. Such release will not be capriciously or arbitrarily denied. The Union's request for release time shall not be made capriciously or arbitrarily and time demands on any one employee shall be within reasonable limits. The Union and the County agree that employee performance evaluation meetings which do not include a discussion of discipline will not create a right for Steward representation or assistance at the meeting. The County will not take reprisal against any Steward for the Steward's protected activities as provided for under this Memorandum. The County-Wide Joint Labor Management Committee is designated as the body which considers concerns related to Section 4.8 Union Stewards.
- 4.9 Dues' Check Off and Agency Shop Service Fee Deductions
The County agrees to deduct all union dues, agency shop service fees as provided for in Section 25.2, insurance premiums, and assessments from the pay of those employees who have authorized such deductions. The amounts deducted shall be remitted promptly to the Union, or its designees, with an alphabetical list of the employees from whom deducted. The Union agrees to indemnify, defend, and hold harmless the County, its officers, agents, and employees from any claim, liability, or damage arising from this provision.
- 4.10 Union Related Payroll Deductions
The Union and County agree that all payroll deductions for employees represented by the Union shall utilize no more than ten (10) data processing codes. The Union agrees to work with the Auditor-Controller to establish protocols for use of these codes.
- 4.11 Classification Study Requests
In response to a written request from a Department Head, the Union, or an employee for a reclassification study, the Human Resources Department shall acknowledge receipt of said request and, if possible, indicate the general priority, if known, within 30 calendar days of the date said request is received by the Human Resources Department. The Director of Human Resources or his designee will review the status of pending classification study requests with a staff member of the Union upon request.

Before the Board of Supervisors establishes the salary range for any new class represented by the Union, the County shall meet and confer in good faith with the Union for up to thirty (30) days on the salary range for the new classification. However, there will be no mediation obligation.

4.12

Union Business

Upon request from the Union manager or designee, the County agrees to authorize member(s) of the Union release time to attend to Union business. The Union shall normally request release time 10 days in advance of the release date. The Union and the County agree that issues will come up where 10 days advance notification is not possible. The Union will make every effort to notify the County as soon as possible and consider department operations when designating employees for release time in these situations. The Union shall specify in the request whether the time to be used will be paid time or unpaid time.

The Union is authorized a total of 500 hours of paid release time each Fiscal Year except that the Union may roll over up to 200 hours of unused time each fiscal year. Unpaid release time requested by the Union may be taken as paid time if the employee uses accrued vacation or compensatory time off. The Union shall provide a monthly reporting to the Employee Relations Manager with the names and hours used by Union member(s) during County work hours. In all cases release time will not unreasonably interfere with the Department's operations and the Union member(s) shall secure permission from the employee's supervisor before leaving a work assignment.

ARTICLE 5 - MANAGEMENT RIGHTS

5.1

Management Rights - Recognition of

Except as limited in this Memorandum, the exclusive rights of the County shall include, but not be limited to, the right to determine the organization of County government and the purpose and mission of its constituent agencies; to set standards of service to be offered to the public; and, through its management officials, to exercise control and discretion over its organization and operations; to establish and effect administrative regulations which are consistent with law and the specific provisions of this Memorandum; to direct its employees; to take disciplinary action; to lay-off its employees; to determine whether County 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; to schedule and assign work and overtime; and to otherwise act in the interest of efficient service to the County and the public. The County retains its rights to assign and place volunteers in accordance with County policy.

5.2

Contracting Out Bargaining Unit Work - Union Notice

Prior to the Board of Supervisors taking formal action to contract out bargaining unit work represented by the Union, the Department Head will inform the County Administrator, the Human Resources Department, and the Union in writing of any substantial efforts being undertaken by the Department to consider contracting out such bargaining unit work, will share with the Union any reports on such matters (including any cost benefit analyses) addressed to the Board of Supervisors, and, upon request of the Union, will meet and discuss the contracting out proposal with the Union.

No later than January 1, 2003, the Auditor Controllers Office will develop a report that will list Contract Services Claims paid by the County of Sonoma. The Contract Services report will be produced monthly and sent to SEIU Local 707. The Auditor Controllers Office will provide the Contract Services Paid report to the best of their ability; however, the report may not contain all services paid for that SEIU would consider Contracted Out Bargaining Unit Work.

If the Board of Supervisors decides, by legislative action, to contract out any bargaining unit work, the County will send (hand delivered or by certified mail, return receipt requested) a written 90-calendar day notice to each employee represented by the Union who will lose his or her allocated position or will have his or her regular work schedule reduced as a result of the contracting out action. The

County will send the Union copies of all employee notices. The 90-day notice will specify that the employee will lose his or her position or will have a reduction in work hours effective 90 calendar days from the date the employee receives the notice.

If the County should decide to layoff or reduce the work hours of an employee prior to the expiration of the 90-day notice period, the employee shall receive regular pay and benefits for the amount of the employee's regular workdays remaining within the 90-day notice period. In the event that an employee receives a 90-day notice under this Section (5.2), the County will continue to make a reasonable effort to place the affected employee in another available position(s) within the County for which the employee is qualified consistent with applicable Civil Service Rules and other related employment requirements. In return for the foregoing, the Union agrees the County is under no obligation under state law or the County Employee Relations Policy to meet and confer with the Union over either the decision to contract out bargaining unit work or the impact to represented employees resulting from such contracting out. During the 90-day notice period, the Union and the County agree to collaboratively discuss possible options/alternatives to mitigate negative impacts on represented employees.

ARTICLE 6 - EMPLOYEE RIGHTS

6.1 Personnel File - Employee Rights

6.1.1 Personnel File - Inspection of

- a) County and Union agree that the official personnel records are not subject to public inspection except in accordance with law. Except as restricted by law or provided below, employees shall have the right to inspect and review their official personnel record (relating to their performance as an employee which is kept or maintained by the County). Information, records, and materials separately kept by the employee's supervisor are not part of the official personnel file and have no official standing by themselves in disciplinary actions. Supervisory notes and informal correspondence are not to be entered into the employee's official personnel file until they have been seen and signed by the employee or witnessed that the employee has been given a copy for review. Supervisory notes and informal correspondence that are not placed into the employee's official personnel file shall be destroyed three (3) years after the date they were created.
- b) The County shall provide an opportunity for the employee to respond in writing to any information placed in their official personnel record about which the employee disagrees. An employee shall have thirty (30) calendar days, exclusive of previously scheduled leave, from the receipt of the notification (notification shall contain a copy of the documents to be entered) to submit their response. The response shall become a permanent part of the employee's official personnel record. The response shall fully describe the circumstances surrounding the issue(s) with which the employee disagrees and it shall include a statement of facts, supportive documentation, and/or witnesses. The employee shall be responsible for providing the written response to be included as part of the employee's permanent personnel record.
- c) The contents of employee personnel records shall be made available to the employee for inspection and review at reasonable intervals during the regular business hours of the County.

6.1.2 Personnel Records - That Cannot Be Reviewed

Notwithstanding any other provisions of this Section (6.1), County and Union agree that an employee is not entitled to inspect, review, or copy such documents as reference letters, background investigations, and records pertaining to investigation of a possible criminal offense.

6.1.3 Personnel File - Consent For Union Representative To Review

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

said consent letter to the employee's appointing authority, or designated representative, prior to reviewing the employee's records. The appointing authority shall keep the official personnel records of all employees within the department.

6.2 Personnel File - Review of Adverse Comments Before Entry In

No employee shall have any comment adverse to the employee's interest entered in the employee's official personnel records file which may be used for disciplinary action without the employee having first read and signed, or initialed the document containing the adverse comment. Except that such entry may be made if after reading the document, the employee refuses to sign or initial it. (The employee shall have 30 calendar days from receipt to file a response.) Should an employee refuse to sign or initial the document, that fact shall be noted on the document and signed or initialed by the supervisor. In the event an employee is not available due to resignation, termination, or leave of absence longer than 30 days, to read and sign or initial the document, a copy of the document with a notation stating "c: Personnel file" will be mailed to the employee's last known address. For purposes of this Section, "adverse" shall refer to comments critical of any aspect of the employee's performance of job duties.

6.3 Personnel File - Copy of

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

6.4 Performance Evaluation - County Rights

The County reserves the right to determine the method, the means, and the timing or necessity for employee performance evaluations, subject only to the following provisions. An employee shall be formally evaluated at least annually by the employee's immediate supervisor. However, an employee who is at Step I of the salary range may, at the discretion of the supervisor, be formally evaluated at least bi-annually. Evaluation factors shall be job-related. Performance deficiencies, if any, and necessary corrective actions will be documented in formal evaluations. Evaluations shall include space for employee comments.

6.5 Performance Evaluations - Review of

6.5.1 Performance Evaluation - Request for Department Head Review

Performance evaluations of only full-time and part-time regular employees which do not recommend a merit increase for which they would otherwise be eligible or which have an overall rating of unsatisfactory shall be reviewed by the Department Head at the employee's request. After review, if the merit increase is not approved or the overall rating remains unsatisfactory, the employee may request mediation.

6.5.2 Performance Evaluation - Request for Mediation

The employee's request for mediation must be presented to the Human Resources Department within 10 calendar days of the receipt by the employee of the decision of the employee's department head. The State Mediation Conciliation Service shall provide the first mediator available. During the review or mediation process, the employee may be assisted by a representative of the employee's choice.

6.5.3 Performance Evaluation - Mediation

The mediator must mediate the dispute within 45 calendar days of the Human Resources Department's receipt of the employee's request providing a mediator is available. Any extension of time must be in writing by mutual agreement.

This Section (6.5) is not grievable nor arbitrable under any existing County procedures or this memorandum.

6.6 Conflict of Interest/Incompatible Activities

6.6.1 Conflict of Interest - Political Reform Act

Each bargaining unit employee who is affected shall be furnished with a copy of the Conflict of Interest Code adopted for the department in which the employee serves. The County Clerk or designee shall maintain forms for statements required of bargaining unit employees by the conflict of interest provisions of the Political Reform Act of 1974, and Conflict Interest Codes adopted thereunder. Executed forms shall be filed with the employee's department.

6.6.2 Incompatible Activities/Outside Employment

The County requires all departments to adopt incompatible activities policies in compliance with State law. (Refer to Section 4.7, commencing with Section 1125 of Chapter 1 of Division 4 of Title I of the California Government Code.) Department Heads shall determine which specific activities are incompatible subject to approval by the Board of Supervisors. Any changes to an existing incompatible activities policy are subject to meet and confer. Employees who violate the department policy are subject to disciplinary action, up to and including termination.

All department incompatible activities policies shall include notice and appeal procedures, as well as the following prohibitions: employment for compensation which is in conflict with the employee's County duties; outside employment involving the use of County time, facilities, equipment or supplies; compensation for work which an employee would ordinarily be required to perform in the course of County duties; performance of work that will later be subject to the control, inspection, or enforcement of another employee in the County; outside employment for which time demands render performance of County duties less efficient.

An employee who is unclear or needs more information regarding proposed or current outside employment shall immediately contact his/her supervisor or department head for review and further direction.

6.6.3 Conflicting Interests - Employee Relationships

The parties agree that conflicts of interest may arise in the following situations:

- a) Employees who have influence over the conditions of employment of a relative.
- b) Employees who have a romantic, sexual, or financial relationship with a subordinate or others over whom they have influence over conditions of employment.
- c) Employees who have a romantic, sexual, or financial relationship with a co-worker over whom they have influence over conditions of employment.

6.7 Discrimination Prohibited - EEO

Provisions of this Memorandum shall be equally applied to all employees in the bargaining units without unlawful discrimination as to age, sex, race, color, creed, national origin, physical or mental disability, medical condition, or political affiliation. The parties agree that the prohibition against sexual discrimination includes sexual harassment. The County and the Union shall equally share the responsibility of the application of this provision. An employee alleging unlawful discrimination may utilize the County's Equal Employment Opportunity Discrimination Complaint Procedure, but may not use the Grievance Procedure of this Memorandum.

6.8 Discrimination Prohibited - Union Activity

Provisions of this Memorandum shall be equally applied to all employees in the bargaining units without discrimination based on Union activity. Except as otherwise provided in this Memorandum, disputes under this Section (6.8) shall be subject to Article 20 (Grievance Procedure).

6.9 Discipline (SCF&E, Inc.) - Notice and Hearing

6.9.1 Discipline (SCF&E, Inc.) - Termination at Will

All employees who work at the Sonoma County Fair may be terminated at will. However, all employees who have worked at the Sonoma County Fair in an allocated position for at least 1040 hours shall be entitled to the notice and hearing provisions of this Article.

- 6.9.2 Discipline (SCF&E, Inc.) - Written Notice of
If the Fair Manager of the Sonoma County Fair proposes to suspend, involuntarily demote, or dismiss an employee as defined in Subsection 6.9.1, he or she shall provide the employee with written notice of the reason or reasons and materials upon which the proposed action is based prior to taking any final action. The employee may waive the right to respond. Responses may be oral or written and shall be communicated to the Fair Manager within three (3) working days following the date of service of notice. If no response or request for extension of time to respond is received by the Fair Manager within such three (3) working days, the right to respond will be deemed waived. The Fair Manager may place the affected employee on leave of absence with pay during the three (3) working day response period. Upon receipt of employee's written request within such three (3) working days, showing good cause therefore, the Fair Manager may extend the time for response for a reasonable period not to exceed ten (10) calendar days from the time of service of the notice on condition that the employee designate in writing that the time extension shall be charged to earned vacation leave, compensatory time credits, or leave of absence without pay. The Fair Manager shall consider the response, if any, in determining the propriety of the proposed discipline.
- 6.9.3 Discipline (SCF&E, Inc.) - Appeal Manager's Decision
If the Fair Manager determines to suspend, involuntarily demote, or dismiss the employee, the order of the Fair Manager shall be in writing and shall state specifically the reason for the action. The employee may appeal a decision of the Fair Manager by filing a petition for hearing with the Personnel Committee of the Sonoma County Fair within ten working days of receipt of the order. The petition shall state whether the employee requests an open or closed hearing.
- 6.9.4 Discipline (SCF&E, Inc.) - Appeal Hearing Dates
Within thirty working days of receipt of a petition, the matter shall be placed on the agenda of the Personnel Committee for purposes of setting a hearing date.
- 6.9.5 Discipline (SCF&E, Inc.) - Personnel Committee - Order of Hearing
At a hearing before the Personnel Committee, the Fair Manager or his or her representative, shall first explain the reasons for the decision to suspend, involuntarily demote, or dismiss the employee. Following the Fair Manager's presentation, the employee or his or her representative shall have the right to ask questions of the Fair Manager or any other persons who have presented information on behalf of the Fair Manager. The employee, or his or her representative, shall then be allowed to state his or her reasons why he or she should not be subject to such action by the Fair Manager. The Fair Manager, or his or her representative, may ask questions of the employee or any other persons who present information on behalf of the employee. Thereafter, both the Fair Manager and the employee may present such additional information to the Personnel Committee that is intended to rebut the statements presented earlier by the opposing side. The hearing need not be conducted according to technical rules of evidence. The decision of the Personnel Committee shall be final.
- 6.9.6 Discipline (SCF&E, Inc.) - Right To Closed Session
Any decision made by the Personnel Committee pursuant to this Article is a personnel matter, and the committee may hear and consider the matter in closed session.
- 6.9.7 Discipline (SCF&E, Inc.) - Continued Employment
For an employee who works at the Sonoma County Fair, this Article shall not be construed to create any right to continued employment that would give rise to procedural requirements beyond those specifically described herein.
- 6.9.8 Discipline (SCF&E, Inc.) - Not Grievable
This Section (6.9) is not subject to grievance or arbitration under the procedures in this Memorandum or any other procedure or policy of the County.

6.10 Discipline (Water Agency) - Notice and Hearing

6.10.1 Discipline (Water Agency) - Disciplinary Action

The General Manager/Chief Engineer may take disciplinary action against any employee.

6.10.2 Discipline (Water Agency) - Definitions Full-time/Part-Time Employee

For purposes of this Section (6.10), full-time employee means a full-time employee as defined in this Memorandum who has completed six (6) months of satisfactory full-time service (1,040 hours) in an allocated position. For purposes of this Section (6.10), a part-time employee means a part-time employee defined in this Memorandum who, in addition has completed 1040 hours of satisfactory service in an allocated position.

6.10.3 Discipline (Water Agency) - Other Than Full/Part-Time Employee

All employees of the Water Agency, other than full-time or part-time employees as defined in Subsection 6.10.2, serve at the pleasure of the General Manager/Chief Engineer.

6.10.4 Discipline (Water Agency) - Discipline Process

The General Manager/Chief Engineer may dismiss, suspend, or involuntarily demote a full-time or part-time employee only for cause:

- a) If the General Manager/Chief Engineer proposes to dismiss, suspend, or involuntarily demote a full-time or part-time employee, he/she shall provide the employee with written notice of the charge, or charges and materials upon which the proposed action is based, prior to any final disciplinary action being taken. The employee may waive the right to respond. If made, responses may be oral or written and shall be communicated to the General Manager/Chief Engineer within three (3) working days following the date notice is served. If no response, or request for extension of time to respond, is received by the General Manager/Chief Engineer within such three (3) days, the right to respond will be deemed waived. The General Manager/Chief Engineer may place the affected employee on leave of absence with pay during the three-day response period. Upon receipt of employee's written request within such three (3) days showing good cause therefore, the General Manager/Chief Engineer may extend the time for response for a reasonable period on condition that the employee designate in writing that the time extension shall be charged to earned vacation leave, compensatory time credits, or leave of absence without pay. A reasonable period shall not exceed ten (10) days from the time of service of the notice. The General Manager/Chief Engineer shall consider the response, if any, of the employee in determining the propriety and nature of disciplinary action.
- b) If the General Manager/Chief Engineer determines to dismiss, suspend, or involuntarily demote a full-time or part-time employee, the order of the General Manager/Chief Engineer shall be in writing and shall state specifically the reason for the action. The employee may appeal a decision of the General Manager/Chief Engineer to dismiss, suspend, or involuntarily demote the employee by filing a petition for hearing with the Board of Directors within ten (10) working days of receipt of the order. The petition shall state whether the employee requests an open or closed hearing.
- c) Within thirty (30) days of receipt of a petition, the matter shall be placed on the agenda of the Board of Directors for purposes of setting a hearing date.
- d) The Board of Directors may, in its discretion, appoint a hearing officer to hear the appeal. The hearing officer shall be an employee of the State Office of Administrative Hearings or a member of the State Bar of California. A hearing before the hearing officer shall be conducted in the manner of hearings conducted under the Administrative Procedure Act. The hearing officer may affirm, modify, or revoke a decision of the General Manager/Chief Engineer. The decision of the hearing officer shall be final.
- e) At a hearing before the Board of Directors, witnesses shall testify under oath and there shall be a right to cross-examination. There shall be no right to discovery. The hearing need not be conducted according to technical rules relating to evidence and witnesses. The rules of evidence and the manner of producing evidence shall be those rules set forth in Section 11513 of the

Government Code for the conduct of hearings under the Administration Procedure Act. The decision of the Board shall be final.

- f) At either a hearing before a hearing officer or before the Board of Directors, the appointing authority shall have the burden of proving the charges by a preponderance of the evidence. The appointing authority shall open the case and present his evidence. The employee shall then present his defense. Thereafter, each side may present rebuttal evidence.
- g) Any decision made by the Board of Directors pursuant to this Section (6.10) is a personnel matter and the Board may hear and consider the matter in closed session.
- h) Costs of a hearing officer shall be shared by the parties. If a party requests a court reporter, the requesting party shall bear the costs associated therewith, and shall provide a copy of the transcript to the other party and the hearing officer without charge.
- i) This Section (6.10) shall not be construed to create any property right that would give rise to procedural due process beyond that specifically described herein.
- j) This Section (6.10) is not subject to grievance or arbitration under the procedures in this Memorandum or pursuant to any other procedure or policy of the County.

6.11 Reassignment - Employee Rights Upon

Whenever an employee is reassigned from one County agency to another without a break in pay status of greater than two working days, service with one agency shall be counted as service with the other entity for purposes of accrual, accumulation, and use of paid vacation, sick leave, and entitlement to salary step placement. Each such employee shall also retain the same benefits to which he/she was entitled immediately prior to the reassignment. Upon each reassignment, the employee shall be paid for unused overtime credits in the same manner as provided by this agreement upon separation, and such unused overtime credits shall not be transferred from one entity to another.

6.12 Discipline (Community Development Commission) - Notice and Hearing

6.12.1 Discipline (Community Development Commission) - Disciplinary Action

The Executive Director may take disciplinary action against any employee.

6.12.2 Discipline (Community Development Commission) - Definitions Full-time/Part-Time Employee

For purposes of this Section (6.12), full-time employee means a full-time employee as defined in this Memorandum who has completed six (6) months of satisfactory full-time service (1,040 hours) in an allocated position. For purposes of this Section (6.12), a part-time employee means a part-time employee defined in this Memorandum who, in addition has completed 1040 hours of satisfactory service in an allocated position.

6.12.3 Discipline (Community Development Commission) - Other Than Full/Part-Time Employee

All employees of the Community Development Commission, other than full-time or part-time employees as defined in Subsection 6.12.2, serve at the pleasure of the Executive Director.

6.12.4 Discipline (Community Development Commission) - Discipline Process

The Executive Director may dismiss, suspend, reduce in compensation or involuntarily demote a full-time or part-time employee only for cause. A reduction in pay shall apply to regular hours worked, including hours treated as hours worked such as administrative leave, jury duty, military leave and compassionate leave. A rate reduction excludes premiums, overtime, use of sick leave, vacation leave, and compensatory time accrued and buyback or payoff of sick, vacation and compensatory accrued leaves. Reduction in pay shall not exceed 5 percent of employee's salary step prior to the reduction and shall not exceed 1040 hours in duration.

- a) If the Executive Director proposes to dismiss, suspend, reduce in compensation or involuntarily demote a full-time or part-time employee, he/she shall provide the employee with written notice of the charge, or charges and materials upon which the proposed action is based, prior to any final disciplinary action being taken. The employee may waive the right to respond. If made,

responses may be oral or written and shall be communicated to the Executive Director within three (3) working days following the date notice is served. If no response, or request for extension of time to respond is received by the Executive Director within such three (3) days, the right to respond will be deemed waived. The Executive Director may place the affected employee on leave of absence with pay during the three-day response period. Upon receipt of employee's written request within such three (3) days showing good cause therefore, the Executive Director may extend the time for response for a reasonable period on condition that the employee designate in writing that the time extension shall be charged to earned vacation leave, compensatory time credits, or leave of absence without pay. A reasonable period shall not exceed ten (10) days from the time of service of the notice. The Executive Director shall consider the response, if any, of the employee in determining the propriety and nature of disciplinary action.

- b) If the Executive Director determines to dismiss, suspend, reduce in compensation or involuntarily demote a full-time or part-time employee, the order of the Executive Director shall be in writing and shall state specifically the reason for the action. The employee may appeal a decision of the Executive Director to dismiss, suspend, reduce in compensation or involuntarily demote the employee by filing a petition for hearing with the Clerk of the Board of Commissioners with a copy to the Director of Human Resources within ten (10) working days of receipt of the order. The petition shall state whether the employee requests an open or closed hearing.
- c) Within thirty (30) days of receipt of a petition, the matter shall be placed on the agenda of the Board of Commissioners for purposes of setting a hearing date.
- d) The Board of Commissioners may, in its discretion, appoint a hearing officer to hear the appeal. The hearing officer shall be an employee of the State Office of Administrative Hearings or a member of the State Bar of California. A hearing before the hearing officer shall be conducted in the manner of hearings conducted under the Administrative Procedure Act. The decision of the hearing officer shall be final.
- e) The Director of Human Resources shall schedule a prehearing conference, to be held at least thirty (30) days before the scheduled date of the hearing. Each party shall attend the prehearing conference with their respective representatives, if any, and shall have a thorough knowledge of the case and be prepared to attempt to resolve the appeal if possible. The prehearing conference shall be confidential and offers of compromise shall not be admissible as evidence. If the parties reach a settlement at the prehearing conference, it shall be reduced to writing and when signed be binding on the parties.
- f) If no settlement is reached, at either a hearing before a hearing officer or before the Board of Commissioners, the appointing authority shall have the burden of proving the charges by a preponderance of the evidence. The appointing authority shall open the case and present his/her evidence. The employee shall then present his/her defense. Thereafter, each side may present rebuttal evidence.
- g) Any decision made by the Board of Commissioners pursuant to this Section (6.12) is a personnel matter and the Board may hear and consider the matter in closed session.
- h) Costs of a hearing officer shall be shared by the parties. If a party requests a court reporter, the requesting party shall bear the costs associated therewith, and shall provide a copy of the transcript to the other party and the hearing officer without charge.
- i) This Section (6.12) is not subject to grievance or arbitration under the procedures in this Memorandum or pursuant to any other procedure or policy of the County.

ARTICLE 7 - HOURS AND OVERTIME

7.1

Hours and Overtime Application

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

- 7.2 Employment - Types of
Full-Time: An allocated position that is regularly scheduled for 80 hours of work in a pay period.
3/4 Part-Time: An allocated position which is regularly scheduled for at least 60 hours, but less than 80 hours of work in a pay period.
Part-Time: An allocated position which is regularly scheduled for at least 32 hours, but less than 60 hours of work in a pay period.
Extra-help: A non-allocated assignment of duties which is defined in the Civil Service Rules.
- 7.3 Schedule - Modification of Work
The County reserves the right to establish and modify work schedules.
- 7.4 Schedule - Flex-Time Work
The County reserves the right to utilize a flex-time schedule. Employees may request and department heads may utilize flex-time and alternative work schedules whenever such schedules will be beneficial to the County. As defined in Section 3.2, (definitions) an employee and the employee's appointing authority must agree to the assignment to flex-time. Exempt employees assigned to a flex-time schedule will be eligible for overtime compensation only when the employee's pay status hours (excluding the holiday benefit which falls on the employee's day off) exceed 80 in a pay period. Non-exempt employees assigned to a flex-time schedule will be eligible for overtime compensation when required by law or when the employee's pay status hours (excluding the holiday benefit which falls on the employee's day off) exceed 40 in the employee's regular 7 day work period. The County reserves the right to discontinue the flex-time schedule and reassign an employee to a normal daily work schedule based on the operational needs of the department.
An employee who flexes his/her daily/weekly schedule for his or her own convenience shall not use paid leave time to create eligibility for overtime under the contract. An employee required by the department to work overtime shall be paid according to the overtime provisions of this MOU, or as required by law.
- 7.5 Schedule - Posting of Work
For the convenience of employees, work schedules will be posted in advance.
- 7.6 Schedule - Notice Required for Change in Work
Except in cases where emergency operations require, notice of a change in work schedule arising from other than transfer or promotion shall be given to the affected employee not less than 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 compensation equaling one and one-half times the employee's base hourly rate for all hours actually worked on the new schedule which are at variance from the employee's previous schedule until seven (7) calendar days notice is given. However, for each such hour worked that constitutes statutory overtime as defined in Section 7.11, compensation shall be based on the regular rate of pay.
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 worksite, 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 hourly rate, not at overtime, except as otherwise required by law. Part-time employees shall not be paid at time and one-half for changes in schedule unless it results in overtime due and payable under Sections 7.11, 7.12, 7.13, or 7.14 of this M.O.U.
- 7.7 Schedule - Employee Preference for Change in Work
Notwithstanding Sections 7.11, 7.12, or 7.13, if an employee requests in writing a change in schedule for the employee's own convenience, and such request is approved, the employee shall waive compensation for time and a half compensation, as provided in Section 7.6, resulting from the schedule change as long as the total number of hours in pay status does not exceed 80 in any one pay period or unless compensation for overtime is required by law.

- 7.8 Schedule - Voluntary Exchanges of Work (Norton Center, Orenda)
Consistent with departmental policy, voluntary exchanges in scheduling between employees must be within the same or related work unit and involve persons of comparable classification and ability. Prior approval of the appointing authority or designee is required for all voluntary exchanges of schedules. Employees working in Norton Center or Orenda Center shall waive overtime resulting from this schedule change unless the hours in pay status exceed 80 hours in any one pay period or unless otherwise required by law.
- 7.9 Schedule - Voluntary Exchanges of Work (Sheriff)
Consistent with departmental policy, voluntary exchanges in scheduling between employees must be within the same or related work unit and involve persons of comparable classification and ability. Prior approval of the appointing authority or designee is required for all voluntary exchanges of schedules. Employees of the Sheriff Department shall waive overtime resulting from this schedule change unless required by law.
- 7.10 Schedule - Weekend (Mental Health & Public Health Divisions)
A weekend shall be defined by the appointing authority for each employee as Friday/Saturday, Saturday/Sunday, or Sunday/Monday. Except in an emergency, the County intends to make every effort to grant every other weekend off to full-time and part-time employees in positions in the Mental Health and Public Health Divisions of the Department of Health Services. This provision shall not prevent employees who choose to work every weekend from doing so. The appointing authority reserves the right to redesignate the respective weekend for each employee.
- 7.11 Overtime - Statutory - Non-Exempt Employee
Overtime for the non-exempt employee is divided into statutory overtime and non-statutory overtime. Statutory overtime for the non-exempt employee is defined as all hours worked in excess of 40 hours in a regular 7 day work period; or, for employees on a regular 14 day work period, it is all hours worked in excess of 8 in a regular work day or all hours worked in excess of 80 in a regular 14 day work period. Statutory overtime may not be waived, as it is required by law.
- 7.12 Overtime - Non-Statutory - Non-Exempt Employee
Non-statutory overtime for non-exempt employees is defined as all hours worked in excess of 40 hours in pay status in a 7 day work period or in excess of 80 pay status hours in a 14 day work period; or hours worked in excess of the normal full-time daily work schedule established by the appointing authority (in excess of 8 hours for the 5/8 schedule, 9 hours for the 9/8/1 schedule, or 10 hours for the 4/10 schedule); or any other circumstance except Section 7.11 where overtime pay is provided for non-exempt employees elsewhere in this Memorandum. Except for the Elections Department and the Fair & Exposition, Inc. during the term of the annual Sonoma County Fair, overtime is also defined as hours actually worked on the seventh consecutive full (8, 9 or 10 hour) day and any consecutive full (8, 9, or 10 hour) days worked thereafter; however, individual employees may waive such overtime with the consent of the Union.
- 7.13 Overtime - Non-Statutory - Exempt Employees
Non-statutory overtime for exempt employees is defined as all hours worked in excess of 80 pay status hours in a pay period; or hours worked in excess of the normal full-time daily work schedule established by the appointing authority on a regular work day (in excess of 8 hours for the 5/8 schedule, 9 hours for the 9/8/1 schedule, or 10 hours for the 4/10 schedule); or any other circumstance where overtime pay is provided for exempt employees elsewhere in this Memorandum. Except for the Elections Department, overtime is also defined as hours actually worked on the seventh consecutive full (8, 9, or 10) day and any consecutive full (8, 9, or 10) days worked thereafter; however, individual employees may waive such overtime with the consent of the Union.

- 7.14 Overtime - Daily Shift for Part-time & Extra-Help Employees
In addition to Sections 7.11, 7.12, or 7.13, a part-time or extra-help employee whose hours worked are in excess of a normal full-time daily work shift (in excess of 8 hours for the 5/8 schedule, 9 hours for the 9/8/1 schedule, or 10 hours for the 4/10 schedule) established by the appointing authority with a portion of the time worked extending past the end of the employee's regular work day shall be entitled to overtime for all hours worked over the normal full-time work shift. Such overtime hours worked shall not count in the computation of overtime for non-consecutive hours worked later in same regular workday except as required by law.
- 7.15 Overtime - Not Cumulative
Overtime eligibility provisions are not cumulative. An employee shall not be entitled to multiple overtime compensation even though more than one of the conditions set forth above may apply with respect to a particular unit of time.
- 7.16 Overtime - Assignment of
An appointing authority 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. Except in emergency operations or in the Election's Division of the County Clerk's Department during an election, no bargaining unit employee shall be required to work in excess of 16 hours in any 24-hour period.
- 7.17 Overtime - Compensation Rate
All overtime, except as provided below, shall be earned at the rate of one and one half (1-1/2) hours for each one (1) overtime hour worked. Overtime compensation for non-exempt employees will be payable with compensation for the pay period in which the regular work week ends or later as permissible by law.
Overtime shall be earned at the rate of 1-1/2 hours for each one (1) overtime hour worked through the twelfth consecutive hour, and after the twelfth consecutive hour, overtime shall be earned at the rate of two (2) hours for each one (1) overtime hour worked.
- 7.18 Overtime - Compensation for Exempt Employees
An exempt employee shall be compensated for accrued overtime either in cash at the employee's base hourly rate or as compensatory time off. Compensatory time is an option only for those hours the employee has worked above the minimum FTE allocated to the position.
- 7.19 Overtime - Compensation for Non-Exempt Employees
A non-exempt employee shall be compensated for overtime earned either in cash or as compensatory time off. Statutory overtime shall be compensated in accordance with law utilizing all permissive credits. Non-statutory overtime earned shall be compensated either in cash at the employee's base hourly rate or as compensatory time off. Compensatory time is an option only for those hours the employee has worked above the minimum FTE allocated to the position.
- 7.20 Compensatory Time Off - Employee Choice
The employee assigned to overtime and eligible for compensatory time off as specified in Sections 7.17, 7.18, and 7.19 shall make an irrevocable choice each time such overtime is accrued whether to be compensated in cash at the base hourly rate or in compensatory time off until a maximum of forty (40) hours of compensatory time have been accrued.
- 7.21 Compensatory Time Off - County Choice
The appointing authority in each County department has the right to specify how an employee will be compensated for eligible overtime after (40) hours of compensatory time have been accumulated and until a maximum of eighty (80) hours of compensatory time have been accumulated. Once

compensatory time hours in excess of 40 are accrued the appointing authority will not require the employee to cash them out. At no time, other than separation, shall an employee voluntarily or involuntarily "cash out" compensatory time that has been accrued.

7.22 Overtime - Cash Pay Only

When eighty (80) hours of compensatory time are accumulated, the department will compensate the employee in cash at the base hourly rate for any additional overtime worked.

7.23 Compensatory Time Off - Approval for

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

7.24 Compensatory Time Off - 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 or in accordance with law.

7.25 Overtime - Half-Time Pay Provision

If overtime hours are earned during a pay period and total pay status hours fall below employee's allocated FTE, overtime shall be compensated by separating hours worked into regular time and half-time pay at the base hourly rate for such overtime hours up to a minimum of the employee's allocated biweekly schedule and a maximum total of 80 biweekly hours. All overtime hours in excess of 80 will be compensated as specified in Sections 7.17, 7.18, 7.19, and 7.20.

7.26 Rest Periods

Each Department Head shall grant rest breaks to employees, except where unusual operational demands prevent a rest break. Rest breaks will not be unreasonably or consistently denied. Rest period shall not exceed 15 minutes in any four consecutive hours of work and shall be considered as time worked.

7.27 Meal Period - Duty Free

Employees shall be granted a duty-free meal period during each work shift which exceeds 6 consecutive hours. The duration of the meal period may be not less than 30 minutes nor greater than 60 minutes and will be scheduled as near to the middle of the work shift as reasonably possible. Different meal periods may be assigned to different work units in the same County department or division. Duty-free meal periods shall not be considered as time worked.

7.28 Meal Period - Non-Duty Free

Notwithstanding Section 7.27 above, in those special circumstances where the County determines a duty-free meal period is not appropriate with the delivery of efficient and productive services to the public, as determined by the appointing authority, the employee shall be assigned to a non-duty free meal period which shall be considered time worked. If the County plans to take action under this subsection, the department shall give the affected employee(s) advance written notice and provide an opportunity for the affected employee(s) to discuss the issue with the appointing authority before final action is taken.

7.29 Callback

Employees who are called back to work when off duty and after having left the worksite shall be entitled to receive a minimum of two (2) hours at time and one-half or overtime accrual for the actual time worked, whichever is greater. Employees in the Maintenance Bargaining Unit who are called back to begin work after midnight but before 6 a.m. of the same day or two hours before the start of the employee's normal work shift, whichever occurs first, shall be entitled to receive a minimum of

three (3) hours at time and one-half or time and one-half for the actual time worked, whichever is greater.

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

7.30 Callback - Emergency Response Program

A Social Service Worker IV, a Social Service Supervisor II or a Social Service Supervisor I who is required to go out into the field to respond to an emergency response call shall be entitled to receive a minimum of two (2) hours at time and one-half or overtime for the actual time worked, whichever is greater. Employees who must go out into the field in response to a call between midnight and one hour before the beginning of the employee's normal work shift shall be entitled to receive a minimum of three (3) hours at time and one-half, or overtime compensation for the actual time worked whichever is greater. Time worked for which the employee is entitled to compensation shall include reasonable travel time to and from the employee's residence via the shortest commonly traveled route. In no case shall the employee continue to receive standby pay once called back to work.

7.31 Callback - Animal Regulation Officer

Notwithstanding Section 7.29 above, an Animal Regulation Officer on standby who is called back to work shall receive compensation for actual hours worked plus travel time at the applicable overtime rate. While an employee is on callback, the employee shall not receive standby pay.

7.32 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 worksite. Compensation for such work shall be a minimum of one hour of overtime compensation for any and all telephone calls received or made within that one hour period. In the event a later telephone call is received after the prior one hour of telephone work time, and the call required the employee to again resolve work-related problems by telephone, the employee shall be paid for an additional one hour of overtime compensation for all telephone calls received within that next hour. Phone work performed during a regularly scheduled telecommuting assignment is not eligible for payment under this Section.

7.33 Employment in More Than One Position

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

7.34 FLSA - Non-Applicability of

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, treat all employees as if they were exempt.

7.35 FLSA - 14 Day Work Period Option

The Union agrees that the County may apply the regular 14-day work period, allowable under provision 7(J) of the Fair Labor Standards Act, to any non-exempt employee. Consent for all individual employees represented by the Union is granted.

7.36 Minimum Work Time

Any regular employee required to work on any day that is not their normal work day shall be offered a minimum of two consecutive hours of work time. This Article does not apply to employees subject to provisions of Sections 7.29 through 7.32.

ARTICLE 8 - SALARIES AND DEFERRED COMPENSATION

- 8.1 Salaries
Salary ranges shall be as specified in Appendix A for each classification contained within each of the units represented by the Union. Salary ranges shown in Appendix A reflect the following increases at the "A" step, on the following effective dates: 4% on 7/23/02; 3.5% on 6/24/03; 3.5% on 6/22/04; 3.5% on 6/21/05; 3.5% on 6/20/06; and 3.5% on 6/19/07.
Market and internal equity increases are listed in Appendix B.
- 8.2 Salary - Upon Appointment
Except as otherwise provided herein, appointment to any position in any class shall be made at the minimum rate, and advancement to rates greater than the minimum rate shall be within the limits of the salary range for the class.
In exceptional cases after reasonable effort has been made to obtain employees for a particular class at the minimum rate, employment of individuals who possess special qualifications higher than the minimum qualifications prescribed for the particular class may be authorized at a rate higher than the minimum upon recommendation of the appointing authority with approval of the County.
- 8.3 Salary - Consideration Upon Reappointment or Return
A full-time or part-time employee who resigns in good standing and is reappointed on a full-time or part-time or extra-help basis in the same or a closely related class in the same or a lower salary range within two years of resignation shall not be paid less than two steps below the salary step paid at the time of resignation. Approval of the County is only required if the person is rehired at a salary step which exceeds the salary step paid at the time of resignation.
A full-time or part-time employee who resigns in good standing and, within one month of the date of resignation, is appointed to an extra-help job in any unrelated class may, with approval of the appointing authority, receive the salary step which is closest to but does not exceed the step rate received upon resignation.
- 8.4 Salary - Extra-Help to Extra-Help or Permanent Appointment
An extra-help employee who is appointed to an allocated part-time or full-time position or on an extra-help basis in any class and without a break in service, shall be paid at a salary step in the appropriate salary range which is nearest in amount to that of the step received in the classification held immediately prior to such appointment. Employment at a higher salary step not to exceed the maximum of the range may be authorized upon recommendation of the appointing authority and approval of the County. This provision does not apply to simultaneous extra-help employment in more than one extra-help position.
- 8.5 Salary - Upon Return of Extra-Help Employees
When an extra-help employee returns within one year from the date of termination to a classification which the employee previously occupied, the employee shall receive the same salary step of the range as the employee received upon separation. Such employee shall be considered for merit increase when the employee's total hours in pay status before and after separation and restoration equal the number of hours required for a merit increase.
- 8.6 Salary - Upon Reappointment Following Layoff
Any full-time or part-time employee displaced, laid off, or voluntarily demoted in lieu of layoff and reappointed within two years from date of layoff in the same class from which separated or in a closely related class in the same salary range or in a lower salary range than the class from which separated, shall be paid at the same salary step in the salary range as the employee was paid at the time of displacement, layoff, or voluntary demotion, or the salary step of the range which is closest to but not exceeding the salary step at which the employee is currently being paid as a County employee, whichever is greater. Such employee shall be considered for merit increase when the employee's

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

8.7 Salary - Upon Promotion

Except as otherwise provided herein, any full or part-time employee who is promoted to a position or a class allocated to a higher salary range than the class from which the employee was promoted shall receive the salary step of the appropriate range which would constitute an increase of salary most closely equivalent to five (5) percent of the employee's salary step before promotion, but not less than the minimum salary range of the new class nor greater than the maximum salary step 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 Section 8.17.

8.8 Salary - Upon Promotion - Advanced Salary Step

Upon promotion of a full-time or part-time employee to a new class, the Human Resources Director may recommend to the County Administrator that the person being promoted shall receive a base hourly rate of pay which is higher than that to which the employee is entitled, but which does not exceed the top salary step of the range.

8.9 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 step rate 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.

8.10 Salary - Upon Involuntary Demotion

A full or part-time employee, to whom the circumstances described in Section 8.9 above do not apply, who is demoted involuntarily to a position of a class which is allocated to a lower salary range than the class from which the employee is demoted shall have the employee's salary step rate reduced to the salary step in the range for the new class which is the next lower than, or not more than five (5) percent less than the salary step 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.

8.11 Salary - Upon Voluntary Demotion

A full or part-time employee, to whom the circumstances described in Section 8.9 above do not apply, who is demoted voluntarily or who displaces as a result of layoff to a position in a class which is allocated to a lower salary range than the class from which the employee is demoted or displaced as a result of layoff shall receive the highest salary step in the range for the new class which does not exceed the salary received before demotion or displacement but not exceeding the maximum of the salary range for the new class. The employee's eligibility for merit advancement shall not change as a result of demotion or displacement.

8.12 Salary - Upon Reappointment From Voluntary Demotion

Any full-time or part-time employee who is demoted voluntarily and who is reappointed on a full-time or part-time basis in the same class within two years, shall be reappointed at either the same salary 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.

- 8.13 Salary - Upon Transfer
A full-time or part-time employee who transfers from one allocated position in the same class or in another similar class for which s/he possesses the minimum qualifications shall be paid at the step in the new range nearest in amount to that received prior to transfer so long as the following condition is met:
The job class has a salary range within a maximum of plus or minus two and a half percent (+ or – 2.5%) of the employee's current salary.
- 8.14 Salary - Upon Reallocation of Class
An employee in a position of a class which is reallocated from one salary range to another shall continue to receive the same salary step.
- 8.15 Salary - Upon Reclassification of Position
- 8.15.1 Salary - Upon Reclassification - Same Salary Range
Whenever a position is reclassified to a class that is allocated to the same salary range, the incumbent shall retain the same salary step received prior to the reclassification if the incumbent is appointed to fill the position in accordance with Civil Service Rules.
- 8.15.2 Salary - Upon Reclassification - Higher Salary Range
Except as otherwise provided herein, whenever a position is reclassified to a class which is allocated to a higher salary range, the salary step of the incumbent shall be as provided by this Article upon promotion, if the incumbent is appointed to fill the position in accordance with Civil Service Rules.
- 8.15.3 Salary - Upon Reclassification - Lower Salary Range
Whenever a position is reclassified to a class which is allocated to a lower salary range, the salary of the incumbent shall be as provided by this Article upon voluntary demotion, if the incumbent is appointed to fill the position in accordance with Civil Service Rules. Whenever the effect of reclassification is to reduce the salary of an incumbent appointed to the position, the Board of Supervisors may, upon recommendation by the Director of Human Resources, direct that the incumbent shall continue to receive the previously authorized salary until termination of employment in the position, or until a percentage increase in pay may be authorized, whichever first occurs. Appropriate records shall show such an incumbent as being paid at a special fixed rate (Y rate) of the salary range for the employee's class.
- 8.16 Merit Advancement Within Salary Range
- 8.16.1 Merit Increase - Not Automatic
Merit increases within a range shall not be automatic. They shall be based upon merit and shall be made only upon written approval by the employee's department head or appointing authority as expressed in a completed performance evaluation with an overall rating of satisfactory or better. Failure to complete a performance evaluation in a timely manner, assuming an overall rating of satisfactory or better, will not result in loss of salary for the employee due to a delay in the evaluation process. 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.
- 8.16.2 Merit Increase - Total Hours Required
Each employee shall be considered for an initial merit increase when the employee's total inservice hours within the current class equals 1,040 hours. Each such employee shall be considered for subsequent merit increases when the employee's total inservice hours at each step to which advanced equals 2,080 hours.
- 8.17 Merit Increase - Effective Date
If the employee's date of eligibility for a merit increase occurs during the first 7 (seven) calendar days of the pay period, the merit increase shall be effective the first day of the payroll period in which the

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

8.18 Salary - Survey Data - Successor MOU Negotiations

The County and the Union have arrived at a mutually agreeable list of agencies and benchmark classifications that may be used for salary purposes. The County and the Union shall gather data from the survey agencies and, subject to data availability, make the data available to each other by November 1, 2007, with updates provided in January 2008, or as soon as possible thereafter. The counties to be surveyed are listed in Subsection 8.19.2 (Salary Reopener - Market Adjustment Wage).

8.19 Salary Reopener - CPI - Years 4, 5 and 6

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 months (six bi-monthly periods) ending the month of April 2005, April 2006 and April 2007 rises to 4.5% or above, the parties will reopen for further discussion of fourth, fifth and sixth year cost of living increases.

8.19.1 Salary Reopener - Recruitment and Retention Difficulties

During fiscal year 2004/05, the County and the Union agree to a reopener to make market salary adjustments for up to six (6) classifications based on recruitment and/or retention difficulties. Criteria for identifying classes to be included are as follows:

- a) turnover of more than 18% in a particular class during the past 12 months; or
- b) inability to recruit more than 3 viable, qualified applicants in 2 successive recruitments in the same class; or
- c) the salary of a specific, individual classification is more than 2.0% below the average of Alameda, Contra Costa, Solano, Marin, Napa, Santa Cruz, Santa Barbara and Monterey counties comparable classifications

8.19.2 Salary Reopener - Market Adjustment Wage

The County and the Union agree to reopen salary negotiations only during the months of April and May 2005, to consider market salary adjustments for the 2005/06 fiscal year to be effective the first full pay period in July 2005. The County and the Union may each submit up to five (5) benchmark classifications for consideration for market salary adjustments if they are more than 2% behind external salary data. Job classifications that are linked or tied to each of the benchmark classifications surveyed will be adjusted also. "Linked" means that the same salary differential is maintained between classifications. "Tied" means that the job classes are at the same salary range. Links and ties established during 2002 MOU negotiations will be recognized for the term of the 2002-2008 MOU, unless otherwise modified by mutual written agreement. During March 2005, external salary data shall come from the counties of Alameda, Contra Costa, Solano, Marin, Napa, Santa Cruz, Santa Barbara and Monterey. If no agreement is reached between the parties by May 31, 2005, the classifications not agreed to are off the bargaining table.

8.20 Salary - Reduction in Pay Upon Discipline

For a full-time and part-time employee who has his/her pay reduced in accordance with Civil Service Rule 10.4, the reduction in pay shall apply to regular hours worked, including hours treated as hours worked (currently paid administrative leave, jury duty, military leave, and compassionate leave). The rate reduction excludes premiums, overtime, the usage of sick leave, vacation leave and compensatory time accrued. Also excluded are the buyback or payoff of sick, vacation and compensatory accrued leaves. Pursuant to Civil Service Rule 10.4, a reduction in pay shall not exceed five (5) percent of the employee's salary step prior to the reduction and shall not exceed 1040 hours in duration.

8.21 Deferred Compensation

8.21.1 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.

8.21.2 Deferred Compensation - County Paid Program

The County will maintain the County paid deferred compensation plan for bargaining unit members eligible under Federal law and the rules of the deferred compensation plan through FY 02-08.

a) Beginning 7/23/02, the County will contribute an additional .5% to Supervisory Bargaining Unit (0095) members.

b) Beginning FY 04-05 deferred compensation of 1% for all eligible employees will be re-directed towards the County cost of implementing the 3% at 60 retirement enhancement, as agreed.

For each full-time or part-time employee covered by Social Security, the County shall deposit the following percentage of an employee's biweekly base salary into the employee's deferred compensation account as follows:

Deferred Compensation Contribution Table

Bargaining Unit	FY 02-03	FY 03-04	FY 04-05	FY 05-06	FY 06-07	FY 07-08
Clerical 01	1%	1%	0%	0%	0%	0%
Services & Tech 05			1% redirected toward 3% at 60			
Maintenance 10						
Social Services 25						
Nursing 80						
Supervisory 95	1.5%	1.5%	.5%	.5%	.5%	.5%

In order to receive such deferred compensation, such employees must be in pay status for at least 50% of the employee's allocated full-time equivalent (FTE) position. County paid deferred compensation under this Subsection (8.21.2) shall be included in the calculations of retirement contributions.

This Section (8.21.2) shall apply to Water Agency employees.

8.21.3 Deferred Compensation - PST/457 Retirement Plan

Part-time (less than 20 hours per week) and extra-help employees represented by the Union who are hired on or after October 1, 1991, shall participate in the PST/457 Deferred Compensation Retirement Plan authorized by IRS Code 457 in lieu of Social Security.

For each extra-help employee or part-time employee not covered by Social Security, except retirees, the County shall contribute to the employee's PST/457 deferred compensation account according to the following schedule:

	<u>EMPLOYEE</u>	<u>EMPLOYER</u>
FY 2002-06	4% (4.00%)	3.5% (3.50%)
FY 2006-08	3.5% (3.50%)	4% (4.0%)

The Sonoma County Water Agency employees are not included in the PST/457 Deferred Compensation Retirement Plan as they are presently covered by Social Security.

8.21.4 Deferred Compensation - Employee Appeal

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

8.21.5 Deferred Compensation - Non-Grievability

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

8.21.6 Deferred Compensation - Program Modification

Nothing herein renders the County liable to the Union or any employee for a discontinuance of Internal Revenue Service or Franchise Tax Board approval of any County deferred compensation plan or portion thereof, or the employee becoming ineligible by law or the rules of the plan, to participate in the deferred compensation program(s). The County and the Union agree to meet upon request of either party during the term of this Memorandum to consider the development of additional mutually agreeable deferred compensation investment options.

ARTICLE 9 - SPECIAL ASSIGNMENT PREMIUMS

9.1 Shift Differential

All employees entitled to receive shift differential premiums as of the first pay period following the execution of this Memorandum 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 9.1.1. 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 9.1.1. 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.

9.1.1 Shift Differential - Evening and Night

- a) Evening shift premium: 5% of the base hourly rate per hour, for each eligible hour as specified above 9.1. b).
- b) Night shift premium: 10% of the base hourly rate per hour, for each eligible hour as specified above in 9.1. c).
- c) Night shift premium: 17% of the base hourly rate, per hour for each eligible hour actually worked on a night shift for employees in Nursing Services Bargaining Unit, as specified above in 9.1.

9.1.2 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 9.1 b) and 9.1 c) above.

9.2 Standby - Defined

Standby duty requires that an employee designated by the appointing authority, be ready to respond as soon as possible, be reachable by telephone or pager, be able to report to work in a reasonable amount of time, and refrain from activities which might impair his/her ability to perform assigned duties. An employee who is released from duty and is assigned by the department to be on standby shall be eligible for standby pay. Standby time is not to be construed as work time.

9.3 Standby - Compensation

Except as specified elsewhere in this Article, an employee assigned to standby shall be compensated at the rate of 12% of the "I" step of the Maintenance Supervisor I per hour for every hour the employee actually stands by.

9.4 Standby - Animal Regulation Officer

An employee in the classes of Animal Regulation Officer I, Animal Regulation Officer II, and Supervising Animal Regulation Officer, shall be available for assignment to standby when off duty for a period of time as designated by the appointing authority. Each employee in the above stated classes who is assigned to standby duty shall be compensated for actual time on standby assignment at the rate of 30% of "I" Step of the salary range for Animal Regulation Officer I. An employee assigned to standby under this Section shall have the right to voluntarily exchange the employee's standby assignment with a fellow officer subject to approval by the supervisor or appointing authority. No overtime will occur as a result of voluntary exchange of standby assignment.

9.5 Standby - Department of Health Services

9.5.1 Standby - Nursing

A licensed nursing employee of the Department of Health Services shall be available for assignment by the appointing authority to standby when off duty. Each such employee who is assigned to standby shall be paid at the rate of 8% of the "I" step of the Family Nurse Practitioner per hour for each hour the employee actually stands by.

9.5.2 Standby - Hazardous Substance Response Team

Currently, no SEIU classification is assigned to the Hazardous Substance Response Team (HSRT). In the future, if any SEIU classifications are assigned to the HSRT, the parties agree to meet and confer.

9.6 Standby - Human Services – Emergency Response Program

Assignment to standby in the Emergency Response Program (ERP), or its successor program, shall, whenever possible, be voluntary.

9.6.1 Standby - HS - ERP - Child Protective Services (CPS) Assignment

All Social Worker IVs and Social Service Supervisors II shall be allowed to volunteer for the ERP standby duty. Whenever a minimum of 8 employees is willing to participate voluntarily, the program will be operated on a voluntary basis. If fewer than 8 employees are willing to participate voluntarily for the ERP standby duty, the assignment to ERP standby will be mandatory for Social Worker IVs assigned to the Emergency Response Program (or its successor program). Regardless of whether the assignment is voluntary or mandatory, the current system of providing emergency response coverage to the Valley of the Moon Children's Home shall not be changed during the term of this agreement without Management first meeting and conferring with the Union.

9.6.2 Standby - HS - ERP - Adult Protective Services (APS) Assignment

The priority order of the voluntary standby and callback rotation is as follows:

1. Adult & Aging Division Social Worker IV, Social Service Supervisor II, and Social Service Supervisor I with a minimum of one year's experience as a Social Worker IV.
2. Adult & Aging Division Social Service Supervisor I.
3. Social Service Supervisor II and Social Worker IV in Child Protective Services, FY&C Division, after receiving Adult & Aging Division training.

If all weeks of the 13-week rotation period are not covered by group 1 (above), group 2 will be used. If use of both groups 1 and 2 does not provide sufficient voluntary coverage, group 3 will be used. Eligible employees may volunteer for more than 1 one-week rotation in each 13-week period, subject to the review of the employee's supervisor.

9.6.3 Standby - HS - ERP - Assignment Trades/Shares

Employees shall be allowed to trade their week of standby duty assignments with the approval of the supervisor.

Two employees may share the weekly standby assignment with approval of the scheduling supervisor. Such request must be submitted in advance and in writing. In no case shall the time be divided into segments of less than a full 24-hour period.

9.6.4 Standby - HS - ERP Compensation

A Social Service Worker IV, a Social Services Supervisor II or a Social Services Supervisor I assigned

to ERP standby duty shall receive 20% premium pay above the employee's base hourly rate for each hour the employee actually stands by. Each employee assigned to standby duty shall be entitled to 8 hours of compensatory time off for each holiday which falls within the standby assignment. Such employee shall receive this compensation for being on standby and for processing any related paperwork.

Standby time is not construed as work time.

9.6.5 Standby - HS - ERP Telephone Compensation

An employee on ERP standby may be called upon to resolve problems by telephone without returning to the worksite or going out into the field. Notwithstanding Section 7.32, such an employee shall be entitled to receive one (1) hour of base pay or equivalent in compensatory time off for any and all calls which cumulatively total one hour or less per night of standby assignment. When the cumulative time of calls exceeds one (1) hour per night, an employee shall be entitled to receive regular pay or compensatory time off for the cumulative time of the calls to the nearest subsequent one-tenth of an hour.

9.6.6 Standby - ISD - Compensation

An employee of the Information Services Department in the Technical Services Division, Work Group Support Division and Applications Maintenance Division only, assigned to standby duty shall receive premium pay for each hour the employee actually stands by, as follows: effective July 23, 2002, \$4.00 per hour; in FY 2003-04, \$4.15 per hour; in FY 2004-05, \$4.30 per hour. The employee shall receive this compensation for being on standby and for processing any related paperwork. The parties agree to reopen during the third year of this agreement to determine any changes to this premium for the fourth and subsequent years.

Standby time is not construed as work time.

9.7 Temporary Assignment to a Higher Class

An employee assigned by the appointing authority to perform the majority of the duties of a higher classification to fill a vacancy caused by resignation, termination, promotion, or an approved leave of absence, must complete the required personnel forms and must meet the minimum qualifications of the higher classification. Such employee who serves continuously in such assignment for more than 96 actual work hours shall be paid retroactive to the first hour worked and thereafter according to the salary step of the range for the new class most closely equivalent to five percent (5%) greater than the employee's salary step before promotion, but not less than minimum salary step of the new class, nor greater than the maximum salary step of the new class. The employee shall receive this salary step as long as the employee continues to serve in such assignment and shall be entitled to receive increases for the higher class as described in Subsection 9.7.2 below.

9.7.1 Temporary Assignment - Subsequent Assignments

An employee who has met the minimum qualifications may be subsequently reassigned by the appointing authority to fill a vacancy in the higher class. Any such employee must serve in such capacity for more than three consecutive days of work prior to receiving the salary step as described in Section 9.7. The appointing authority may submit a written request to the Human Resources Department in lieu of a promotional application completed by the employee. The employee must complete the appropriate personnel forms only if substantive changes have been made to the classification description and/or minimum requirements since the previous temporary assignment.

9.7.2 Temporary Assignment - Merit Increase Eligibility

Temporary assignments shall be administered in the following manner:

- a) If an employee assigned to a higher class has not yet reached the "I" step in the lower class, inservice hours while temporarily assigned to a higher class shall count as time served in the lower class for purposes of merit increase(s). If employee reaches the "I" step of the lower class while temporarily assigned, all subsequent inservice hours worked while assigned to the higher class will begin counting toward a merit increase in the higher class.

- b) If an employee is at the "1" step of the lower class when assigned to the higher class, inservice hours while temporarily assigned to a higher class shall count as time served in the higher class for purposes of merit increase(s) beginning with the first hour assigned in the higher class.
- d) An employee who is subsequently reassigned by the appointing authority within 12 months of the ending date of the most recent temporary assignment shall be considered for a merit increase in the higher class when the employee's total cumulative hours in the higher class are in accordance with Subsection 8.16.2 -Total Hours Required for a merit increase.

However, if the employee received credit toward a merit increase in the lower class for hours worked in a temporary assignment as provided in Subsection 9.7.2 a), such hours shall not also count toward a merit increase in the higher class.

9.8 Bilingual Pay

When a department head designates a position within the bargaining unit which requires bilingual skills on the average of at least 10 percent of the employee's work time, such an employee in the designated position 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 for all hours in pay status, from the date of assignment. "Bilingual skills" shall include translating, answering phone calls, research, and speaking or corresponding with clients in a language other than English.

Rates:

- 1) 80 cents per hour, effective 7/23/02
- 2) 85 cents per hour, effective 6/24/03
- 3) 90 cents per hour, effective 6/22/04

The parties will reopen in the fourth year of this agreement to review the bilingual premium.

9.8.1 Bilingual Pay - Termination of

When a department head determines that a designated bilingual employee is no longer utilizing his/her bilingual skills at least 10% of the employee's time for three consecutive pay periods, said employee may be removed from the list of designated bilingual employees. Thereafter, the employee will no longer be entitled to receive Bilingual Pay, unless redesignated by the department head at a later date.

9.8.2 Bilingual Pay - Daily Assignment

When (a) a department head has designated a position within the bargaining unit which requires bilingual skills on the average of at least 10 percent of the employee's work time, and (b) an employee has been assigned on an on-going basis to carry out such assignment, and (c) the employee so assigned becomes absent by virtue of temporary leave such as sick leave, vacation, or compensatory time off, then the department head may assign an employee to carry out the required bilingual duties of the assigned position on a daily basis. This back-up person, having first demonstrated a proficiency of job-related terminology acceptable to the department head and the Human Resources Director, shall be entitled to the payment designated in Section 9.8 above for all hours actually worked in a daily assignment.

9.9 Hazard Pay

Each employee assigned to one or more of the duties listed below shall be paid an additional hourly rate of 5% of the "1" step of the salary range for the Bridge Worker II for a minimum of two hours and for each additional hour or portion thereof the employee is so assigned:

- a) handling explosives, or
- b) descending into pumping plant caissons, or manholes, confined space as defined by CAL-OSHA, or
- c) working in an open trench which is four or more feet deep and requires shoring, or
- d) working on sling scaffolds, boatswain chairs on boom type elevated equipment, or
- e) climbing into trees and trimming or pruning limbs which are more than ten (10) feet from the

- ground, or
- f) spraying or mixing category I, II, or III pesticide or herbicide except for employees in the Maintenance Sprayer and Senior Maintenance Sprayer job classifications, or
- g) placing or removing panel braces, spillway, flash boards, seal boards or panel members in the installation or removal of dams or fish ladders. Only one premium will be paid for any assignment under this Section 9.9.

9.9.1 Animal Removal Assignment

An employee assigned to operate the dead animal removal vehicle will be paid an additional hourly rate of 5% of the "I" step of a Maintenance Worker II. Employees receiving this premium shall not also receive the other premiums specified in Section 9.9 above.

9.9.2 Animal Removal Assignment – Animal Regulation Officer

Effective July 23, 2002, employees in the job class of Animal Regulation Officer I and II assigned to provide field service for the Animal Control Services Contract with the City of Santa Rosa will be paid an additional rate of 5% of the "I" step of an Animal Regulation Officer II for all hours worked in servicing the above mentioned contract. This premium is provided due to the dead animal removal provision of the Animal Control Services Contract with the City of Santa Rosa.

9.10 Heavy Trucks Operation - Definition

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

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

9.11 Heavy Trucks Operation - Continuing Assignment

Employees operating heavy trucks on a continuing assignment must possess valid California Tanker Endorsements in addition to the Class A Driver's license. An employee in the class of Maintenance Worker II, or Water Agency Maintenance Worker II, or Fairground Maintenance Worker, or Senior Fairgrounds Maintenance Worker who is assigned by the appointing authority to drive and do service maintenance of a heavy truck on a continuing basis shall be paid according to the salary range which at Step A is 6% greater than the "A" step of a Maintenance Worker II while continuously assigned. An employee assigned on a continuing basis will serve in such assignment until the appointing authority changes or terminates such assignment.

9.12 Heavy Trucks Operation - Daily or Intermittent Assignment

An employee in the class of Maintenance Worker I and II, Water Agency Maintenance Worker I and II, Disposal Worker I, Fairground Maintenance Worker, or Senior Fairgrounds Maintenance Worker, Weights and Measures Inspectors I and II or Parks and Grounds Maintenance Worker I and II, or Senior Agriculture Program Assistant who is assigned to drive a heavy truck and do service maintenance as required on a day-to-day or intermittent basis shall be paid an additional hourly rate of 10% of the "I" Step of a Maintenance Worker II for every hour worked up to four and one-half hours per day if working eight-hour days, for every hour worked up to five hours per day if working nine-hour days and for every hour worked up to five and one-half hours per day if working ten-hour days.

9.13 Heavy Equipment Operation

An employee in the class of Maintenance Worker I and II, Water Agency Maintenance Worker I and II, Fairgrounds Maintenance Worker, Senior Fairgrounds Maintenance Worker or Parks and Grounds Maintenance Worker I and II, or Disposal Worker I who is assigned to operate and do service maintenance on heavy construction equipment for a minimum of one-half hour per work day as part of

the employee's assigned duties shall be entitled to receive an additional hourly premium of 10% of the "I" step of a Maintenance Worker II for a minimum of four hours per day for such assignment. When the cumulative time of this assignment exceeds four hours, an employee shall be entitled to an additional premium of 10% of the "1" step of a Maintenance Worker II per hour to the nearest one-half hour.

An employee in the class of Bridge Worker I or Maintenance Worker II - HT (Section 9.11) shall be entitled to receive a premium of 4% of the "I" step of a Maintenance Worker II per hour for the above assignment with a minimum of four hours per day for such assignment. When the cumulative time of this assignment exceeds four hours, an assigned worker shall be entitled to an additional premium of 4% of the "I" step of a Maintenance Worker II per hour to the nearest one-half hour.

Operation of heavy equipment during training shall be excluded from the above provision. Heavy construction equipment shall be defined as construction equipment with a gross weight of 10,000 pounds or greater such as a backhoe or crane (self-propelled personnel lifts with a gross weight of 10,000 pounds or greater are excluded).

9.13.1 Heavy Equipment - Crane Operator

Crane Operation is defined as an employee operating a 17 ton or greater crane. The following provisions are effective July 23, 2002.

- a) An employee in the class of Maintenance Worker III assigned on an ongoing basis as Crane Operator shall receive a premium for such assignment at a rate of 6% of the "I" step of Maintenance Worker III for all hours in pay status. This premium is in consideration of training and operating skills that must be maintained by employees in order to operate the crane.
- b) An employee in the class of Maintenance Worker III, Bridge Worker II, or Bridge Supervisor I assigned to on-site operation of the crane shall receive a premium at a rate of 5% of the "I" step of a Maintenance Worker III for all hours worked operating the crane, excluding transportation. This premium is in addition to the premium in 9.13.1 a), for Maintenance Worker III.
- e) An employee in the class of Maintenance Worker III assigned to operate a 17 ton or greater crane for a minimum of one-half (1/2) hour per work day as part of the employee's assigned duties shall be entitled to receive an additional hourly premium of 11% of the "I" step of the Maintenance Worker III classification for a minimum of four (4) hours per day for such assignment. When the cumulative time of this assignment exceeds 4 hours, an employee shall be entitled to an additional premium of 11% of the "I" step of the Maintenance Worker III classification per hour to the nearest one-half (1/2) hour.

9.14 Fairground Special Equipment Operation

An employee in the class of Fairgrounds Maintenance Worker or Senior Fairgrounds Maintenance Worker, who is assigned to and who operates a three-wheeled straw loader, shall be paid an additional hourly premium of 5% of the "I" step of a Fairgrounds Maintenance Worker per hour for each hour or portion thereof the employee operates this piece of equipment.

9.15 Charge Duties

When designated by the appointing authority, an employee in the class of Staff Nurse II, Family Nurse Practitioner, or Psychiatric Nurse or Psychiatric Technician may be assigned charge duties. The assignment of charge duties will be for an entire shift. The employee will receive a premium pay of 5% above the employee's base hourly rate for all hours assigned and performing charge duties.

9.16 Nurse Practitioners

An employee in the classification of Staff Nurse I or II who meets the minimum qualifications for employment as a Nurse Practitioner-Pediatrics or Nurse Practitioner-OB/GYN, and is assigned to perform the duties normally ascribed to the classification of Nurse Practitioner-Pediatrics or Nurse Practitioner-OB/GYN, shall be paid at the hourly rate for such higher classification at the corresponding step of the employee's salary range for each hour assigned and actually worked at said classification. An entry will be made in the employee's personnel file to document the employee's service as a Nurse Practitioner.

9.17

Sexual Assault Exams

9.17.1

Sexual Assault Exam Training

Employees who perform sexual assault exams will be trained in medical protocols established by the County's Department of Health Services. Such protocols shall be made available for employee review.

9.17.2

Sexual Assault Exams - Day Shift

Employees in the class of Family Nurse Practitioner/Physician's Assistant, Nurse Practitioner OB/GYN, and/ or Staff Nurse II/I who are on duty shall perform sexual assault exams as part of their regular assigned duties. Employees in the class of Family Nurse Practitioner/Physicians Assistant, Nurse Practitioner OB/GYN, and or Staff Nurse II/I, assigned to a day shift, shall be paid an additional \$100.00 for each completed pediatric sexual assault examination or for each completed adult sexual assault examination.

The sexual assault exam day shift premium will be increased each year by the same percentage rate as the salary cost of living adjustment, Section 8.1.

9.17.3

Sexual Assault Exam - Call Back

When an employee in the class of Family Nurse Practitioner/Physician Assistant, Nurse Practitioner OB/GYN, or Staff Nurse II/I conducts a crisis sexual assault examination during hours which the employee is not already scheduled to work, the employee shall receive \$200.00 for each completed examination in lieu of other compensation. Participation in the call back schedule of the sexual assault program will be reviewed by the supervisor with affected employees every six months.

The sexual assault call back premium will be increased each year by the same percentage rate as the salary cost of living adjustment, Section 8.1.

9.17.4

Tiered Stand-by Pay Scale - Sexual Assault Exam Program

a) Physician Assistants and/or Registered Nurses assigned to the Sexual Assault Exam Program shall be available for assignment by the appointing authority to standby when off duty. Each employee who is assigned to standby shall be paid for actual time on standby. The rate of standby pay shall be determined based on the total number of sexual assault examiners assigned to the program within each period.

If 6 examiners are available, standby shall be paid at a rate of 8% of the "I" Step of the salary range for Family Nurse Practitioner/Physician Assistant.

If 5 examiners are available, standby shall be paid at a rate of 10% of the "I" Step of the salary range for Family Nurse Practitioner/Physician Assistant.

If 4 examiners are available, standby shall be paid at a rate of 13% of the "I" Step of the salary range for Family Nurse Practitioner/Physician Assistant.

If 3 or less examiners are available, standby shall be paid at a rate of 16% of the "I" Step of the salary range for Family Nurse Practitioner/Physician Assistant.

b) Supporting personnel not listed in 9.17.4(a) above who are assigned to the Sexual Assault Exam Program in a supporting roll shall be available for assignment by the appointing authority to standby when off duty. Each employee who is assigned to standby shall be paid for actual time on standby. The rate of standby pay shall be determined based on the total number of sexual assault support personnel assigned to the program within each pay period.

If 4 or more support personnel are available, standby shall be paid at a rate of 18% of the "I" step of the salary range for Public Health Assistant.

If 3 support personnel are available, standby shall be paid at a rate of 19% of the "I" step of the salary range for Public Health Assistant.

If 2 or less support personal are available, standby shall be paid at a rate of 20% of the "I" step of the salary range for Public Health Assistant.

c) For the purposes of Section a) and b) above, available means available to be assigned to a weekly rotation for standby.

- 9.17.5 Physician Assistant Prior to 11/4/97
A Physician Assistant who occupies a permanent position as of 11/4/97 and is assigned to the sexual assault examination program and is volunteering to participate in the call back portion of the program, may elect upon 90 days notice to not participate in the call back portion of the program.
- 9.18 Premium Pay for Psychiatric Nurses, Staff Nurse(s) II/I and Family Nurse Practitioner/Physician Assistants - Special Facilities Assignment
Each Psychiatric Nurse, Staff Nurse II/I, Family Nurse Practitioner/Physician Assistant, Nurse Practitioner OB/GYN assigned to Los Guilucos, Main Adult Detention Facility, North County Detention Facility, Juvenile Hall, Valley of the Moon Children's Home, Probation Youth Camp, the Probation's Sierra Youth Center, and/or Redwood Children's Center shall receive 10% premium pay above the employee's base hourly rate for all hours in pay status.
- 9.19 Premium Pay - Hours Worked in County Detention Facility
Employees in the class of Public Health Investigator shall be eligible to receive 10% premium pay above the employee's base hourly rate for each hour actually worked in a detention facility operated by the County of Sonoma. When the cumulative work time in said detention facility exceeds one hour the affected employee shall be entitled to receive a prorata share of the 10% premium pay to the nearest quarter of an hour.
- 9.20 Premium Pay - Classifications Assigned to NCDF or MADF
Each Assistant Cook, Cook or Chef assigned to the Sheriff's Office North County Detention Facility (NCDF) or the Main Adult Detention Facility (MADF) shall receive 10% premium pay above the employee's base hourly rate for all hours in pay status.
- 9.21 Premium Pay - Extra Help Employees
Each extra-help employee in the class of Psychiatric Technician, Licensed Vocational Nurse I, Licensed Vocational Nurse II, Nursing Assistant, Laboratory Assistant, Medical Transcriber and Medical Unit Clerk, shall be paid a premium of ten percent (10%) above the employee's base hourly rate.
Each extra-help employee in the class of Psychiatric Nurse, Family Nurse Practitioner/Physician Assistant, Nurse Practitioner OB/GYN, Staff Nurse I, and Staff Nurse II shall be paid a premium of twenty percent (20%) above the employee's base hourly rate.
- 9.22 Premium Pay - Gen'l Assist., Prob. Youth Camp, Jail Crews
a) Any non-supervisory employee who is assigned to lead a jail, NCDF, Adult Offender, Probation Youth Camp (not covered in Section "b" below), Community Service Time, or General Assistance work crew of at least three (3) to five (5) persons shall be entitled to receive a premium of 5% of the base hourly rate for all hours assigned to this task. Any non-supervisory employee who is assigned to lead such a crew of six (6) or more persons shall be entitled to receive a premium of 7-1/2% of the base hourly rate for all hours assigned to this task.
b) For non-supervisory employees within the Probation Youth Camp that lead a youth crew of three (3) or more that varies in number throughout the day, the employee may be paid the premium rate for the highest number of youths supervised during each work day with the approval of the appointing authority.
c) Sections "a" and "b" above do not apply to Probation Assistants, who are receiving an equity adjustment to recognize duties performed.
- 9.23 Premium and Differential Pay - Overtime Computation
Premium or differential pay provided in this Memorandum will not be added to an employee's regular base hourly rate for computing overtime or any other differential except as provided for in this Memorandum or as required by law. Premium or differential pays shall be compensated in cash in the pay period in which they are earned.

- 9.24 Nursing - Additional Degrees
Effective June 29, 1999, a 1% salary adjustment to the salary range of Staff Nurse I, Staff Nurse II, Psychiatric Nurse, Family Nurse Practitioner, and Physician Assistant is made in lieu of this benefit.
- 9.24.1 Nursing - Additional Degrees Premium Pay
The premium pays in this Article 9.24.1 are paid for degrees held by employees in the class on June 29, 1999.
A degree earned by an employee after June 29, 1999, will only qualify for this premium if the employee enrolled in the course of study leading to the degree by September 30, 2000. Each Registered Nurse who is employed in the class of Staff Nurse I, Staff Nurse II, Psychiatric Nurse, or Family Nurse Practitioner who holds a baccalaureate degree in nursing, shall be paid according to the salary range which is greater by 5% than the range to which the employee's class is allocated.
Each Psychiatric Nurse in Mental Health who holds a baccalaureate degree in psychology shall be paid according to the salary range which is greater by 5% than the range to which the employee's class is allocated.
Each registered nurse in any of the above classes who holds a master's degree in nursing shall be paid according to the salary range which is greater by 7-1/2% than the range to which the employee's class is allocated.
Each Psychiatric Nurse who holds a master's degree in psychology shall be paid according to the salary range which is greater by 7-1/2% than the range to which the employee's class is allocated.
Each Physician's Assistant who holds a Master's Degree in Physician Assistant studies shall be paid according to the salary range which is greater by 7-1/2% than the range to which the employee's class is allocated.
- 9.24.2 Nursing - Additional Degrees Premium - Supv. FNP/PA
Supervising Nurse Practitioner/Physician Assistants shall not be entitled to any additional degree - nursing pay. However, to avoid salary compaction, a Supervising Nurse Practitioner/Physician Assistant, who is assigned to supervise a Family Nurse Practitioner with a BS or MS degree in nursing, shall receive a 5% premium above the salary range and additional degree-nursing pay premium associated with the most advanced nursing degree of the Family Nurse Practitioner being supervised. (e.g.: a FNP/PA who supervises a FNP, a FNP-BS, and a FNP-MS will receive 5% above the salary range and nursing degree premium for FNP-MS).
- 9.24.3 Nursing - Additional Degrees Premium - Affirmation
An employee must submit documentation showing the employee possesses the respective degree prior to receiving pay for the respective degree. The premium shall become effective on the first day of the pay period following receipt of the proper documentation. The current County procedure for documentation shall remain unchanged during the term of this Memorandum.
- 9.25 Maintenance Workers - Water Agency
An employee in the classification of Water Agency Maintenance Worker I or II assigned to work directly with a Water Agency Mechanic to assist in the installation, testing, calibration and mechanical maintenance of water or wastewater treatment and transmission equipment shall be paid a premium pay of 10% of the employee's base hourly rate for all hours assigned to work with the Water Agency Mechanic in the performance of these tasks, with a minimum of 4 hours per day for each such assignment.
- 9.26 Premium Pay - No Rest Break at Disposal Transfer Station
Notwithstanding the provisions of Section 7.26 (Rest Periods), an employee may be prohibited from taking rest breaks by sole assignment to a refuse disposal transfer station by the appointing authority.
For each day an employee is prohibited from taking a rest break under this Section 9.26, the employee shall be entitled to receive a premium equivalent to .25 hours at the base hourly rate for the

"I" Step of the range for the Disposal Worker I classification.

9.27 Supervisory Duties - Simulcast Attendant

When designated by the appointing authority, an employee in the class of Simulcast Attendant or Senior Simulcast Attendant may be assigned to act as a simulcast supervisor. The employee will receive a premium pay of 5% above the employee's base hourly rate for all hours assigned and while performing these duties.

9.28 Legal Processor II - Training Premium

When assigned by the appointing authority, employees in the Legal Processor II classification in the Sheriffs' Department who provide on-duty training to other Legal Processors will receive a premium pay of 2.5% above the employee's base hourly rate for all hours worked.

9.29 Janitor - Detention Facility

An employee in the classification of Janitor or Head Janitor who is assigned and performs janitorial duties in a detention facility on a regular basis, shall be paid at a range which at Step "A" is 5% greater than the "A" step of a Janitor in Job Class 5320, or the "A" step of a Head Janitor in Job Class 5324, effective July 23, 2002.

9.30 Premium Pay - Lead Disposal Worker Assignment

A Disposal Worker II who qualifies and is assigned to provide lead direction and oversight for heavy equipment operation at the Central landfill shall be paid an additional hourly rate of 10% of the "I" Step of the Disposal Worker II, for all hours worked while in the lead assignment.

9.31 Facilities Assignments Premium Pay

When an Office Support Supervisor or a Senior Office Support Supervisor in the Human Services Department is assigned by the department head or designee to building/facility maintenance tasks such as liaison with landlords, security firms, management of building equipment, pool cars or other related tasks and these tasks require 25% or more of his/her time, he/she will receive a premium pay 5% above the employee's base hourly rate for all hours in pay status, effective July 23, 2002.

9.32 Animal Specimen Removal - Animal Regulations

Employees in the job classifications of Animal Health Technician, Animal Regulations Officer I, II and Supervising Animal Regulations Officer who are trained and authorized to perform the work of animal brain removal for rabies antibody examination will be compensated \$25 per brain removal effective July 23, 2002.

ARTICLE 10 - EXPENSES, MATERIALS, AND REIMBURSEMENTS

10.1 Tools and Equipment - Provided by County

Except as provided in Subsection 10.2.2 below, the County agrees to provide all tools, equipment and supplies reasonably necessary to bargaining unit employees for performance of employment duties.

10.2 Tools and Equipment - Provided by Employee

Where the County requires an employee to provide a set of personal tools to be used in the line of duty and which appear on an itemized inventory of tools designated in writing by the appointing authority as being required to be used in work, the County agrees to reimburse employees in represented units for loss or theft of such tools to the extent authorized by Government Code Section 53240 and subject to the following restrictions and guidelines:

- a) No reimbursement is authorized for loss primarily attributable to the claimant's own negligence or carelessness or to normal wear and tear.
- b) All affected employees required to use personal tools in their employment with the County shall inventory these tools and provide information as to type of tool, quantity, make and condition. The inventory shall be forwarded to the appointing authority and updated at least once each

- year, with each employee responsible to report additions or deletions as they occur.
- c) All tools must be stored in a cabinet, box, or locker with locks in good working order. All tools shall be locked prior to the employee leaving the worksite.
- d) All losses shall be reported to the appointing authority in writing as soon as discovered.
- e) Cabinets and chests will be considered tools.
- f) This policy does not include electronic equipment unless it has been authorized for use by the appointing authority.
- g) The procedures for reimbursement shall be the same as the personal property reimbursement guidelines as outlined in Board of Supervisors Resolution No. 56420, dated January 18, 1977.

10.3 Reimbursement - Personal Property

Upon recommendation of the appointing authority, the County, in accordance with Government Code Section 53240, shall provide for payment of the costs of replacing or repairing property or 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.

10.4 Hunter/Trapper - Hunting Dogs

The parties estimate that the time the Hunter/Trapper spends in all aspects of the care, feeding, exercise, transportation to/from work and maintenance of hunting dogs on a per pay period basis is 3.5 hours. (Dogs covered herein must be properly licensed).

The parties further agree that any time spent in excess of such time is not reasonably necessary and is unauthorized. The full compensation due to the Hunter/Trapper for the performance of the above responsibilities shall be paid as 3.5 overtime hours per pay period.

10.5 Reimbursement - Mileage

An employee who is authorized to use a personal motor vehicle for travel required in the performance of official duty, shall be reimbursed at the current applicable federal business standard mileage rate as established by the IRS for each mile driven so long as the employee substantiates the time, place, and business purpose of the travel. The rate in effect at the time of the implementation of this memorandum is thirty-six and ½ cents (\$0.365) per mile. All miles driven on or after the effective date of this memorandum shall be reimbursed at this rate until such time as the rate changes.

10.5.1 Parking Congestion - Transit Fares

To reduce parking and traffic congestion, to provide for better public access, and to encourage the use of public transit, the County will pay the full cost of normal transit fares for employees using Sonoma County Transit, Santa Rosa Transit, or Golden Gate Transit for such commuting to and from the employee's residence and the following County work locations: the Main County Complex, the Chanate Road Complex, the Airport Industrial Area, the Sonoma County Water Agency on College Avenue, the Downtown Santa Rosa Area, and the Corporation and Business Area south of Sebastopol Road near Northpoint Parkway and Corporate Center Parkway. The County and the Union, during the course of this MOU and through mutual agreement, such as in the Countywide Labor Management Committee, may extend this benefit to other areas and work locations. County may discontinue this benefit one-month prior to termination of the MOU, if participation drops to 50 or less employees.

10.6 Uniforms and Work Clothes

10.6.1 Uniforms and Work Clothes - Issue

- a) Full-time and part-time employees in the classes of Animal Regulation Officer I, II, Supervising Animal Regulation Officer, Park Ranger Trainee, Park Ranger III, Parks and Grounds Maintenance Worker I, II, Parks and Grounds Maintenance Supervisor, Marina Attendant, Senior Marina Attendant, Marina Supervisor, Groundskeeper, Maintenance Worker I, II, III, Maintenance Supervisor I, II, Traffic Paint and Sign Worker, Traffic Maintenance Supervisor I, II, Bridge Worker I, II, Bridge Maintenance Supervisor I, II, Automotive Service Worker, Disposal Worker I, II, Disposal Supervisor, Fairgrounds Maintenance Worker, Senior Fairgrounds Maintenance Worker, Maintenance Sprayer, Senior Maintenance Sprayer, Airport Service Worker I, II, Sheriff's Aide, Supervising Sheriff's Aide, and Community Services Officer shall be issued work clothes or a uniform prescribed by the appointing authority.
- b) Water Agency employees in the classes of Water Agency Maintenance Worker I, II, III, Water Agency Maintenance Supervisor I, II, Wastewater Plant Supervisor I, Lab/Industrial Waste Supervisor, Water Agency Mechanic Supervisor, Automotive Service Worker, Storekeeper, and Materials Equipment Specialist, shall be issued work clothes or a uniform prescribed by the appointing authority equivalent to the current issue as of April 1, 1999.

Safety T-shirts of a type and quality prescribed by the appointing authority shall be issued to employees in the classes listed in Subsection 10.6.1(b). Safety T-shirts may be worn as an alternative to the regular uniform shirt, or may be worn under the regular uniform shirt. Damaged or worn out Safety T-shirts will be replaced as needed with approval of the appointing authority.

The Water Agency may authorize employees who are not performing traffic/road maintenance duties the option of wearing plain T-shirts which are white or of a solid color that substantially matches the color of the regular uniform shirt. Such T-shirts must be kept clean and in good repair. Plain T-shirts worn under this option will not be issued to employees nor maintained or replaced by the Water Agency.

10.6.2 Uniforms and Work Clothes - Limited Issue

Employees in the classes of Probation Assistant assigned to the Youth Camp, Maintenance Assistant, Building Events Worker, Clerk Typist II and III in the Sheriff's office, Janitor, Head Janitor, Family Nurse Practitioner or Physician Assistant, Chef, Cook, and Assistant Cook, Materials Equipment Specialist, Materials Handler, Senior Storekeeper, Storekeeper, Mail Clerk, Yard Clerk, Traffic Engineering Technician, and Engineering Aide and Engineering Technician I, II, III, IV, who are assigned to the survey crew, materials laboratory, or drainage or construction inspection, shall be issued a limited amount of work clothes prescribed by the appointing authority.

10.6.3 Uniforms and Work Clothes - Special Issue

- a) Full-time and part-time employees in the classes of Airport Service Worker I, II, Supervising Airport Service Worker, shall receive two jackets. Jackets will be replaced on an as-needed basis to a limit prescribed by the appointing authority. Jackets will be cleaned by a sanitary laundry service on an as-needed basis.
- e) Water Agency employees in the classes of Water Agency Maintenance Worker I, II, III, Water Agency Maintenance Supervisor I, II, Lab/Industrial Waste Supervisor, Water Agency Mechanic Supervisor, Automotive Service Worker, Storekeeper, and Materials Equipment Specialist, shall be issued two (2) jackets. Jackets will be replaced on an as-needed basis to a limit prescribed by the Water Agency based on average wear time. Uniforms, including jackets, issued to employees in the above classes shall be maintained by a sanitary laundry service.
- c) Full-time and part-time employees in the classes of Probation Assistant, Maintenance Worker I, II, III, Maintenance Supervisor I, II, Traffic Paint and Sign Worker, Traffic Maintenance Supervisor I, II, Bridge Worker I, II, Bridge Supervisor I, II, Fairgrounds Maintenance Worker, Senior Fairgrounds Maintenance Worker, Maintenance Sprayer, and Senior Maintenance Sprayer shall receive one jacket during 2002 and every third year thereafter.

10.6.4 Uniforms and Work Clothes - Safety Issue

All employees shall be issued safety apparel appropriate to task assigned as designated by the

appointing authority. Safety equipment provided for under this Article will be reissued as needed upon certification by the department head that the safety equipment is still needed.

10.6.5 Uniforms and Work Clothes - Replacement & Maintenance

For full-time and part-time employees in the classes of Animal Regulation Officer I, II, Supervising Animal Regulation Officer, Park Ranger Trainee, Park Ranger III, Parks and Grounds Maintenance Workers I, II, Parks and Grounds Maintenance Supervisor, Marina Attendant, Senior Marina Attendant, Marina Supervisor, Building Events Worker, Janitor, Head Janitor, Materials Equipment Specialist, Materials Handler, Senior Storekeeper, Storekeeper, Mail Clerk, Yard Clerk, Chef, Cook, Assistant Cook, Detention Assistant, Supervising Detention Assistant, Community Services Officer, or Engineering Aide and Engineering Technician I, II, III, IV, assigned to survey crew, materials laboratory, construction or drainage inspection, Legal Processor and Supervising Legal Processor in the Sheriff's Office, the County agrees to replace issued items on an as-needed basis to a limit prescribed by the appointing authority. Worn out or damaged articles must be turned in to the department management with a request for uniform replacement in order to obtain replacement.

10.6.6 Uniforms and Work Clothes - Repair and Supplement Allowance

- a) For full-time employees in the classes of Probation Assistant assigned to the Youth Camp, Maintenance Worker I, II, III, Maintenance Supervisor I, II, Traffic Maintenance Supervisor I, II, Traffic Paint and Sign Worker, Bridge Worker I, II, Bridge Maintenance Supervisor I, II, Groundskeeper assigned to Refuse, Fairgrounds Maintenance Worker, Senior Fairgrounds Maintenance Worker, Fairgrounds Maintenance Supervisor, Maintenance Sprayer, and Senior Maintenance Sprayer are to receive three shirts and \$130.00 annually on the first payday in October for the repair and supplement toward replacement of work clothes; part-time employees in the class cited above shall receive three shirts and \$75.00 annually on the first payday in October for the repair and supplement toward replacement of work clothes.
- b) Full-time employees in the classes of Disposal Worker I, II, Disposal Supervisor and Groundskeeper assigned to Refuse shall receive \$7.30 per pay period for the cleaning of work clothes, and they shall receive \$93.00 semi-annually on the first payday of October and April for the repair and supplement toward replacement of work clothes. Part-time employees, and extra help employees assigned to Refuse Operations, shall receive \$4.65 per pay period for the cleaning of work clothes and \$70.00 semi-annually on the first payday in October and April for the repair and supplement toward replacement of work clothes.

10.6.7 Uniforms and Work Clothes - Laundry Service

- a) Full-time and part-time employees in the classes of Airport Service Worker I, II, and Auto Service Workers, shall have work shirts and trousers maintained by a sanitary laundry service.
- b) Uniforms (including jackets) issued to Water Agency employees in the classes of Wastewater Plant Supervisor I, Water Agency Maintenance Worker I, II, III, Water Agency Maintenance Supervisor I, II, Lab/Industrial Waste Supervisor, Water Agency Mechanic Supervisor, Automotive Service Worker, Storekeeper, and Materials Equipment Specialist, will be maintained by a sanitary laundry service.

10.6.8 Safety Boots/Shoes - One Pair Each Year

- a) Full-time and part-time employees in the classes of Water Agency Maintenance Supervisor II, Wastewater Plant Supervisor I, Disposal Supervisor II, Maintenance Supervisor II, Traffic Maintenance Supervisor II, Bridge Maintenance Supervisor II, Animal Regulation Officer I, II, Supervising Animal Regulation Officer, Lab/Industrial Waste Supervisor and Water Agency Mechanic Supervisor shall on the first payday in December of 2002 and each subsequent year of the MOU receive a voucher for \$156.00 toward the purchase of a pair of safety boots.
- b) Effective on the first payday in December of 2002 and each subsequent year of the MOU, each full-time and part-time employees in the classes of Building Events Worker and Disposal Worker I, assigned to cashier duties shall have the option to receive a \$90.00 voucher toward

the purchase of safety shoes or a \$156.00 voucher toward the purchase of safety boots.

10.6.9

Safety Boots/Shoes - Replacement

- a) Full-time and part-time employees in the classes of Probation Assistants assigned to the Youth Camp; Animal Health Technician; Weights & Measures Inspector I, II; Senior Weights & Measures Inspector; Senior Agriculture Program Assistant; Hunter/Trapper; Traffic Signal Technician; Engineering Technician I, II, III, IV assigned to the survey crew, materials laboratory, construction, drainage inspection; traffic signal operations, or refuse operations; Air Quality Specialist I, II, III; Marina Attendant; Senior Marina Attendant; Marina Supervisor; Park Ranger Trainee; Park Ranger III; Airport Service Worker I, II; Supervising Airport Service Worker; Parks and Grounds Maintenance Worker I, II; Materials Handler and Parks and Grounds Maintenance Supervisor shall be entitled to receive an initial issue of one pair of safety boots and replacement on an as-needed basis with approval of the appointing authority.
- b) Full-time and part-time employees in the classes of Building Inspector I, II, II; Engineering Technician I, II and III; and Supervising Building Inspector assigned to field operations at Permit and Resource Management Department; and Lab/Industrial Waste Supervisor; and Supervising Environmental Health Specialist may elect to receive a voucher for an initial issue for one pair of safety boots or safety shoes. Vouchers for replacement of safety boot/shoes may be issued by the appointing authority on an as-needed basis.
- c) Seasonal or temporary employees who "hold title and perform the duties" as listed in Subsections 10.6.9 and 10.6.10, as well as Maintenance Assistant and extra-help Parks and Grounds Maintenance Workers, shall be entitled to receive once in a two year period an initial issue of one pair of safety boots. Extraordinary replacement is by approval of the appointing authority only.
- d) Extra-help Events Aide and Park Aide employees shall have the option once in each two-year period to receive a voucher toward the purchase of safety shoes or boots.
- e) All vouchers issued under Subsection 10.6.9 shall be issued at \$156.00 for full boots and \$90.00 for safety shoes.

10.6.10

Safety Boots/Shoes - Special Issue For Heavy Use

- a) Full-time and part-time employees in the classes of Maintenance Worker I, II, III, Maintenance Sprayer, Senior Maintenance Sprayer, Fairgrounds Maintenance Worker, Senior Fairgrounds Maintenance Worker, Fairgrounds Maintenance Supervisor, Groundskeeper assigned to Refuse, Maintenance Supervisor I, Traffic Paint and Sign Worker, Traffic Maintenance Supervisor I, Bridge Worker I, II, Bridge Maintenance Supervisor I, Disposal Worker I, II, not assigned as in Subsection 10.6.8(b) and Disposal Supervisor, Water Agency Maintenance Supervisor I and Water Agency Maintenance Worker I, II, III shall, during the term of the Memorandum, receive on the first payday of December 2002 and each subsequent year of the contract a boot voucher for \$156.00 towards the purchase of a pair of safety boots.
- b) Employee shall be entitled to have their boots repaired or replaced on an as-needed basis with the approval of the department appointing authority.

10.6.11

Uniforms and Work Clothes - Special Provisions

- a) Eligibility
Employees must be employed a minimum of six (6) months to be eligible for any replacement benefits listed in Subsections 10.6.1-10.6.10 above.
- b) Responsibility of the Employee
Each employee issued prescribed work clothes, uniforms or safety apparel shall be expected to wear and possess all items required for the employee's specific work assignment. Any employee not in conformance with the above Section may be subject to discipline and/or withholding of reimbursement payments.
- c) Return of Items
Any employee who terminates employment with the County must return all uniform, work

clothes, and safety apparel items to the County except boots, (not rubber boots), shoes and prescription safety glasses.

10.6.12 Park Ranger III - Protective Vests

If an employee in the affected classification purchases a Class II protective vest and legislation passes (which requires mandatory issue by the department upon request), the County shall reimburse the employee upon request and presentation of the original receipt. If reimbursement is given, the County shall not pay for another issue of a Class II protective vest before expiration of the warranty.

ARTICLE 11 - STAFF DEVELOPMENT

11.1 Staff Development - Taxable/Non-Taxable Income

All monies reimbursed by the County under Article 11 will be treated as either non-taxable or taxable income during the term of this Memorandum of Understanding, as required by federal and/or State law.

11.1.1 Staff Development - Quality

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

11.1.2 Staff Development - Resources for

Resources for staff development include Departmental Inservice Training Funds, Tuition and Textbook Reimbursement, Continuing Education Leave and Departmental Travel Funds, or employee-paid training expenses.

11.1.3 Staff Development - Determination of Training Needs

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

11.1.4 Staff Development - Methods to Finance

Several methods by which the County may authorize and finance employee development are described in Sections 11.2-11.5.

11.2 Tuition and Textbook - Reimbursement

11.2.1 Tuition and Textbook - Reimbursement - Non-Supervisory Units

Full-time and part-time employees in allocated positions are eligible for Tuition and Textbook Reimbursement. Upon approval of the appointing authority, an employee may request reimbursement for the following purposes: interest based bargaining training (also see Section 17.10), costs associated with a course approved by the appointing authority; fee payment for a course approved by the appointing authority; fee payment for licenses, re-licensing, or professional certifications which are required or highly desired for employment in the employee's classification; fee payment for commercial drivers' licenses, including Class A, Class B or endorsements (not Class C drivers' licenses) that are related to the profession in which the individual is engaged as a County employee; travel & lodging expenses; wellness (up to \$100 annually as part of Tuition and Textbook taxable reimbursement - Appendix C, describes activities which qualify for reimbursement). Membership fees in professional or technical organizations which are directly related to the employee's current classification; professional or technical journals; cassettes, books, video tapes, and educational or reference material on computer software which are directly related to the employee's current classification; application software which is directly related to the employee's current classification. Software shall be loaded on County equipment only in conformance with County and Departmental Computer Equipment Use policies. If software does not meet existing County standards, it must be

approved in advance, in accordance with the current County procedure. The Information Services Department shall disseminate the existing County standards and approval procedure to other County departments and provide an appropriate form on which to request approval.

All requests shall be limited to costs totaling not less than \$25. Requests for reimbursement may be accumulated during the fiscal year to meet the \$25 minimum. Any claims which do not meet the \$25 minimum will be accepted for payment at the end of the fiscal year but not later than the third Friday of June each year. Employees should consult their own departmental payroll to determine the lead-time required for processing.

When an employee requests reimbursement for a course, satisfactory completion must be demonstrated except as follows.

Payment may be made by purchase order or directly to vendor if vendor agrees to County Auditor's warrant procedures, otherwise employee will be reimbursed for approved expenditures. If an employee does not attend a course prepaid by the County for any reason, the employee's Tuition and Textbook account will be reduced by the prepaid amount.

No reimbursement shall be authorized for employees who receive, or are authorized to receive tuition reimbursement from another source. Tuition and Textbook Reimbursement may be used for Continuing Education courses subject to the provision of Subsection 11.2.1 above.

As specified in the chart below, full-time and part-time (.40 and above) employees may receive reimbursement under the following provisions:

Class		2002-2003	2003-2004	2004-2005
Bargaining Units: 001, 005, 0010 & 0025 (Clerical, Services & Technical, Maintenance & Soc. Services Non-Supervisory)				
F/T and P/T	Benefit	400	450	500
.75 & above	Rollover	200	225	250
	Maximum Benefit	600	675	750
Part-Time	Benefit	200	225	250
.40 - .74 FTE	Rollover	100	100	100
	Maximum Benefit	300	325	350

Bargaining Unit 0080 (Nursing Non-Supervisory)				
F/T and P/T	Benefit	500	550	600
.75 & Above	Rollover	400	400	400
	Maximum Benefit	900	950	1000
Part-Time	Benefit	250	275	300
.40 - .74 FTE	Rollover	200	200	200
	Maximum Benefit	450	475	500

11.2.2 Tuition and Textbook – Reimbursement – Supervisory Unit

a) In accordance with the provisions in Subsection 11.2.1 above, each supervisory employee shall

be entitled to the amounts shown below:

Class		2002-2003	2003-2004	2004-2005
Bargaining Unit 0095 (Supervisory)				
Full-Time	Benefit	550	600	650
.75 & Above	Rollover	400	400	400
	Maximum Benefit	950	1000	1050
Part-Time	Benefit	325	325	325
.40 - .74 FTE	Rollover	200	200	200
	Maximum Benefit	525	525	525

- b) This amount may be used for the purposes described in Subsection 11.2.1 above, and additionally for costs of books or travel, registration, meals and lodging for seminars and conferences that are related to the profession in which the individual is engaged as a County employee. In addition, \$175 of these funds can be spent towards the purchase of a Personal Data Assistant limited to once during this contract term. The County recognizes the desirability and mutual benefit of in-service training on supervisory principles and practices for employees in these units. The County will continue present levels of supervisory skills training and, where department or County resources permit, expand that in-service effort.
- c) Each full-time employee may roll over a maximum of \$400, effective July 23, 2002, for funds that remained available on June 30, 2002, and for each fiscal year thereafter. Each part-time employee may roll over a maximum of \$200, effective July 23, 2002, for funds that remained available on June 30, 2002, and for each fiscal year thereafter.

11.2.3 Tuition and Textbook - Reopener

The parties agree to reopen in year three (3) of this agreement to discuss levels of tuition and textbook reimbursement.

11.3 Continuing Education - Courses

Employees in allocated positions are eligible for Continuing Education Courses. Those courses taken on County time must be directly related to an employee's present position, or career advancement within the present department, and be approved by the employee's appointing authority.

11.4 Continuing Education - Leave

When a Continuing Education Course is offered during an employee's normal work schedule, the employee may be authorized continuing education leave. Such leave authorization shall be subject to the approval of the employee's appointing authority and must be directly related to the employee's present position, or career advancement within the present department. Approval of one course in a series does not automatically constitute approval for the entire series unless specifically authorized by the appointing authority. Approval or denial of leave will be provided to employees in writing in a timely manner. This provision will be applied as consistently as possible and will not be unreasonably denied.

Continuing Education leave shall be considered as time worked.

11.5 Inservice Training

11.5.1 Inservice Training - Program

The County shall make every effort to provide a program of inservice training for employees in the bargaining unit designed to maintain a high standard of performance and to increase the skills of employees in the bargaining unit. Training courses to be attended shall have a direct bearing on the work of the employee. Attendance at training courses may be authorized by the department head. Decisions by department heads on request by employees should be based on the following criteria:

- a) The effect the absence of the employee will have on the department's operations and its ability

- to continue to provide the services and perform the functions for which it is responsible.
- b) The relationship of the subject of the program, seminar, conference or workshop to the function performed by the employee and the department, and the employee's professional development.

11.5.2 Inservice Training - Payment

There are three ways the expenses of the program might be paid. By the County - Expenditures for travel, meals, lodging, registration and other items included annually within the department budget. By other public or private agencies - Occasionally, employees receive approval for their expenditures to be paid by grants from the State or Federal governments, from private organizations or from professional organizations. By the individual employee - Occasionally, the departmental budget may not permit trips to be paid by the County. The employee may feel that the trip would be of benefit to the employee's professional development, and therefore, would be willing to pay the expenses if the employee were permitted time off from work. Inservice training time shall be considered as regular hours worked. When more than one employee within a department requests to attend inservice training and it is not possible to grant attendance for all those employees who have made such a request, because of the criteria listed above, the department head shall establish an attendance list based on the priority order of:

- a) Prior identified training needs.
- b) Prior attendance at similar courses.
- c) Seniority (continuous service) for purposes of this Subsection 11.5.2, seniority (continuous service) shall be defined as inservice hours from the date of appointment in the respective department.

11.5.3 Inservice Training - Agreement

When attendance of any one course extends over a period in excess of four (4) days, either consecutive or at regular intervals, and when an expenditure of \$500 or more is required to cover expenses, then an employee shall be required to sign an agreement wherein the employee shall reimburse the County for costs of the training, including tuition, books, travel and living expenses paid by the County, if the employee leaves County employment within one (1) year after completion of the training course. If the employee leaves County employment between one and two years after completion of the training course, the employee will reimburse the County for one-half of the cost. An Inservice Training Agreement shall not be required where, against an employee's expressed desires, a department requires an employee to attend inservice training.

11.5.4 Inservice Training - Non-Arbitrability

Section 11.5 is not arbitrable.

ARTICLE 12 - HEALTH AND WELFARE BENEFIT

12.1 Health Plan - County Health Plan - Level of Benefits

A copy of the document describing the County Health Plan provisions shall be made available for employees upon request. Effective in the first year of this agreement (FY 2002-2003), SEIU will go to \$50 (single) and \$100 (family) annual deductibles and agrees to \$5 and \$10 prescription drug co-pays. The realized savings, along with the employee premium contribution increases in the 2002-08 MOU, are credited toward the cost of the 3% at 60 retirement program. To maintain the future viability of the County Plan, SEIU agrees to work with the County and other employee groups to achieve additional redesign features such as other deductibles, co-insurance and benefit levels.

12.2 Health Plan - County Health Plan - Utilization Review

The County Health Plan will include a mandatory Utilization Review Program. The County Health Plan will pay for any second surgical opinion or any other diagnostic procedure or service required by the Plan's Utilization Review program. In addition, an employee or enrolled dependent under the Plan will not suffer a reduction in Plan benefits from Utilization Review procedures as long as the

employee or enrolled dependent, or the health care provider for the employee or enrolled dependent, provides proper notice to Utilization Review in accordance with the latter's requirements.

12.3 Health Plans - Documents or Contracts Controlling

While mention may be made in this Memorandum of various benefits and provisions of benefit programs, specific details of benefits provided under the County Health Plan, Kaiser Health Plan, PacifiCare, the Dental, Vision, Life, Worker's Compensation and Long-Term Disability Programs shall be governed solely by the various plan documents or insurance contracts and/or policies maintained by the County.

12.4 Health Plans - Availability of and Contribution Rates

The availability of health care plans and contribution rates are as follows:

- a) For the term of this MOU, health care plans provided by this MOU are the County Health Plan, the Kaiser Health Plan and PacifiCare, contingent upon plan availability. Full-time employees will pay each pay date the percentage listed below. Part-time employees will pay in accordance with Section 12.13.

<i>SONOMA COUNTY HEALTH PLAN</i>	July 2002	July 2006
Single	14%	15%
Two Party	14%	15%
Family	14%	15%
<i>KAISER</i>	July 2002	July 2006
Single	14%	15%
Two Party	14%	15%
Family	14%	15%
<i>PACIFICARE</i>	July 2002	July 2006
Single	14%	15%
Two Party	14%	15%
Family	14%	15%

12.5 Dental Benefits

Effective September 11, 2002, the County will provide an enhanced dental plan (Delta Dental Plan #0124), with 80/20 crown and prosthodontic coverage, \$3,000 annual maximum. The Delta Dental plan (#0125) in place at the time of ratification will remain in effect up to September 10, 2002.

Dental contributions for full-time employees will be as follows.

Employee Contribution Each Pay Period

<u>July 2001</u>	<u>July 2005</u>	<u>July 2007</u>
\$9.00	\$10.00	\$11.00

Part-time employees will pay in accordance with Section 12.13.

12.6 Vision Care Benefits

Effective July 21, 1999, the County will provide frame replacement every 24 months. All other vision plan provisions remain as provided prior to July 21, 1999. The County will pay the entire cost of the premium for vision care benefits during the term of this Memorandum. Part-time employees must participate and pay their pro-rated contribution share, in accordance with Section 12.13.

12.7 Health, Dental, and Vision Benefits - Participation

12.7.1 Health and Dental Plans - Employee Option

Election to participate in the County Health Plan, the Kaiser HMO, PacifiCare and the Dental plan will take place during the first full pay period following employment or during an open enrollment period in each year of the agreement. Open enrollment periods will take place prior to June 30, of each year. Subsequent to the open-enrollment periods, an employee who did not elect to be covered under the County Health Plan may be enrolled at the commencement of any full pay period, after first providing evidence of insurability to the County.

12.7.2 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. Implementation of coverage for domestic partners will occur as soon as feasible but no later than the first pay date of July 2000.

12.8 Health Care - Employee/Retiree Health Plan

12.8.1 Health Plan - Retirees - Employed before January 1, 1990

- a) For employees hired before January 1, 1990, and continuously employed without a break in service before retirement (regardless of status in County employment), the County contributes to the cost of a health plan for its retirees and their dependents.
- b) Laid-Off & Restored Employees
Employees who were employed by the County prior to January 1, 1990, but who were laid off thereafter shall not be subject to the restrictions of Article 12.8.2 (Health Plan-Retirees - Employed after January 1, 1990), provided that they are subsequently restored to County employment and rejoin the County retirement system.

12.8.2 Health Plan Retirees - Employed after January 1, 1990

For any employee who is newly hired or rehired by the County or any other agency covered by this Memorandum after January 1, 1990, this benefit shall only be available upon the employee's retirement under the following circumstances.

- a) Employed at least 10 years.
With respect to the retiree, he or she must have been employed with the County for a period of at least 10 years (consecutive or non-consecutive), which may include employment with the County prior to January 1, 1990, and must have been a contributing member (or a contribution was made on their 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 January 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).
- b) Employed at least 20 years.
When such an employee has been employed (consecutive or non-consecutive) by the County for a period of at least 20 years, which may include employment with the County prior to January 1, 1990, and has been a contributing member (or a contribution was made on their 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 in the same manner and on the same basis as is done at the time for other retirees who were hired or rehired before January 1, 1990. The retiree with 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.
- c) Contribution limit.
In no event shall employees hired or rehired after January 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 January 1, 1990 upon their retirement.

12.8.3 Health Plan - Retirees - Surviving Dependent

Upon the death of an enrolled retiree who retired on or after June 29, 1999, the County will continue to pay the health plan premium contribution for the surviving dependent who was receiving the County contribution under Article 12.8.1 or 12.8.2.b.

12.9 Long-Term Disability

The County agrees to maintain Long-Term Disability Program as described in the plan document; the LTD Plan will include part-time employees (0.4 FTE minimum) and not require the exhaustion of an employee's sick leave before LTD benefits would be paid to an eligible employee. An employee who chooses to use sick leave after the 60th day of disability will not receive any LTD benefits until the employee stops using sick leave. Sick leave cannot supplement LTD benefits. The LTD plan would continue to be offset by any outside income, including any short-term disability plan the employee may have available. The waiting period for benefit eligibility will be 60 calendar days and the maximum benefit level will be \$7,000 per month. The benefit for part-time employees will be 66-2/3% of the average base salary over the last 26 pay periods or the employee's most recent continuous County service, whichever is less. Effective 7/1/99, benefit duration will go to age 65 for both injury and illness. The cost of the LTD Program will be entirely paid by the County during the term of this Memorandum.

Upon request of the Union, the Auditor-Controller will make a good faith effort to integrate any sick leave requested by an employee who is eligible to receive benefits under the Union's short-term disability plan. The Union and its insurance carrier will cooperate fully with the Auditor-Controller. The Auditor-Controller, however, may conclude such an integration is unworkable or beyond the County's resources available for payroll maintenance activities.

12.10 Health, Dental, & Vision Benefits - LWOP or Unpaid Absence

If an employee is on an unpaid absence or goes on leave without pay, either of which reduces the employee's time in pay status to less than 50% of the employee's 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 50% of the employee's regular schedule in a pay period, the County will continue to pay its normal benefit contributions.

12.11 Health, Dental, & Vision Benefits - Medical or Pregnancy Disability

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

An employee who returns to work from medical or pregnancy disability leave without pay prior to the exhaustion of the 13 pay periods of entitlement under this Article, shall not have the 13 pay period entitlement reduced for any pay period in which the employee is in pay status for at least 50% of the employee's allocated full-time equivalent as specified in this Section 12.11 (Medical or Pregnancy Disability Leave). If the employee returns to medical or pregnancy disability leave without pay for the same condition, the 13 pay period time frame will continue where it left off and will be reduced only

for those pay periods when the employee's pay status hours fall below 50% of the allocated full-time equivalent. The County's 13 pay period leave without pay benefit entitlement shall run concurrent with

FMLA/CFRA.

The employee's 18-month entitlement under COBRA law shall begin when FMLA has been exhausted and the employee goes on an unpaid leave which is less than 50% of the employee allocated hours. When an employee returns to work and has at least 50% of the employee's allocated full-time equivalent in pay status in any pay period and subsequently goes out on Medical or Pregnancy Disability Leave, the 18-month COBRA time period starts over again. A new 18-month COBRA period begins again in the pay period in which the employee has a reduction of hours below 50% of the employee's allocated full-time equivalent, as this would constitute a new qualifying event under COBRA.

12.12 Health, Dental, & Vision - Employee Obligation Continued Coverage

An employee who is entitled to continued benefit coverage as specified in Section 12.10 (County Contributions for Benefits During Unpaid Absence or Leave Without Pay) Subsection 16.11.1 (Education Stipend) and/or Section 12.11 (Medical or Pregnancy Disability Leave) 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 appointing authority 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. This premium provides coverage for the two-week period from the next pay date. If the employee fails to pay the premium by the last day of the pay period, he/she will receive one reminder notice. In order to reinstate coverage, the employee shall pay a \$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. Under no circumstances will the County be obligated to pay premiums for dependent coverage under Sections 12.10 and 12.11.

12.13 Health, Dental, & Vision Benefits - Part-Time Employees

Part-time employees shall be eligible to participate in the health benefit programs and/or the dental program on a prorata basis. Part-time employees shall be covered by the Vision Plan. Proration for health, dental and vision plans shall be based on whichever of the following is greater: the employee's FTE (full-time equivalent) or the number of pay status hours in the pay period, excluding overtime (except when paid as regular hours per article 7.25). For pay periods with no pay status hours, proration shall be based on the employee's FTE or the average pay status hours in the 6 pay periods preceding the first day of leave without pay, whichever is greater. Election to participate in the health and dental programs shall be made during the first full pay period of employment. In addition, part-time employees may utilize the procedures specified in Section 12.7 (Participation) above. Any part-time employee and their dependents, who, on June 29, 1987, were being provided with the same insurance benefits as full-time employees, will continue to receive full-time benefits throughout the term of this Memorandum. Part-time employees shall be entitled to participate in long-term disability as specified in Section 12.9 (Long-Term Disability).

12.14 Temporary Disability Indemnity - Supplementing with Paid Leaves

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 shall supplement such compensation with enough paid leaves to increase his/her gross earnings to equal his/her regular biweekly base salary as follows:

- All sick leave shall be taken until the remaining sick leave balance is 40 hours or less.
- Once the sick leave balance is 40 hours or less, the employee may elect to supplement by taking any combination of the remaining sick leave, vacation, and or compensatory time off up to his/her base salary.

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

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

12.15

Life Insurance

The County shall continue, at no expense to the employee, a term-life insurance plan in the amount of \$10,000 for full-time and part-time employees who are regularly scheduled to work 60 hours or more per pay period. The life insurance coverage for employees in the supervisory bargaining unit will increase to one (1) times their annual base salary effective 9/11/02. Each eligible and enrolled employee may purchase through payroll deduction dependent coverage of \$5,000 for each eligible dependent. Details of coverage shall be as specified in the insurance contract.

Eligible employees may purchase additional life insurance coverage for themselves at their own expense during the annual open enrollment periods specified in Section 12.7 (Participation). The employee may purchase supplemental coverage in increments one times (1X) to 4 times (4X) the basic coverage to a maximum of \$500,000, in accordance with the insurance contract. If less than 40% of eligible employees purchase supplemental coverage, then health evidence of insurability will be required of all employees purchasing supplemental benefits. An employee enrolled in supplemental coverage who moves from one age bracket to the next higher bracket will have to pay the rate of the higher age bracket beginning the January of the year in which the employee moves to the higher age bracket.

12.16

Malpractice Coverage

All employees of the County who are engaged in patient care and covered by the County's malpractice coverage shall continue to be covered for activities falling within the scope of their employment. Criminal or fraudulent conduct by the employee within the scope of their employment is specifically excluded. If the County should discontinue the malpractice coverage, the County agrees to meet and confer with the Union. This Section 12.16 is neither grievable nor arbitrable.

12.17

Salary Enhancement Plans

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

The County shall continue, under IRS Code Section 125, a Health Care Premium Conversion Plan to allow eligible employees to make their required contributions towards health care premiums with pre-tax dollars through payroll deduction. Benefits eligible for this diversion are premium contributions towards group health, dental and vision.

The County shall continue to offer under IRS Code Section 105, a Health Care Reimbursement Account to enable eligible employees to set aside pre-tax dollars for reimbursement of employee's medical expenses not reimbursed or covered under health, dental and vision insurance plans. Such expenses include deductible, co-pays, and qualified medical expenses not reimbursed by the employee's health insurance plan. The County will continue the Child and Dependent Care Assistance Plan under IRS Code Section 129 it began with the Union's assistance in 1989.

All of these deferral plans will be set up and/or administered by the County in accordance with applicable Federal and State laws and, as such, will not be subject to Article 20 (Grievance Procedure) of the Memorandum.

12.18

Health, Dental, & Vision Benefits - Claims Dispute

12.18.1

Health Plan - County Health Plan - Claims Dispute

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 Union may file a grievance on behalf of the employee at the Arbitration Step of this Memorandum for a final and binding decision. The arbitration process will be

expedited as much as reasonably possible in the interests of a timely resolution of the dispute.

12.18.2 Dental and Vision Plan - Claims Dispute

Employees shall utilize the appeal procedures in the Delta Dental Plan of California contract and the California Vision Service Plan contract or any subsequent vision 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.

12.18.3 Long-Term Disability - Claims Dispute

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

12.18.4 Health Plans - HMOs - Claims Dispute

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

12.18.5 Workers' Compensation - Claims Dispute

Any dispute by an employee over a claim processed through worker's 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.

12.19 Health Benefits - Labor/Management Meetings

Representatives of the Union, not to exceed four (4) in number, and of the County, shall meet quarterly during the term of this Memorandum at mutually agreed upon times at the County to discuss informational matters of mutual concern relating to the County Health Plan and other health-related benefits. More frequent meetings may be held upon mutual agreement. If a meeting occurs during an employee union representative's regular work schedule, the employee can attend without loss of regular pay and benefits. Items and information to be discussed at each meeting shall be subject to advance mutual agreement. The parties acknowledge that these meetings and this provision shall not be subject to Article 20 (Grievance Procedure) of this MOU or meet and confer requirements of the County Employee Relations Policy and Section 3505 of the Government Code.

12.20 Health, Dental, & Vision Benefits - Extra-Help Employee

Only benefits required by law and the following sections of Article 12 apply to extra help employees: 12.16 (Malpractice Coverage), 12.3 (Documents or contracts Controlling), 12.18.4 (HMO claims dispute), 12.18.5 (Workers' Comp-Claims dispute), 12.21 (COBRA), sections 12.20 through 12.20.9

12.20.1 Health Benefits - Extra-Help Employees

Effective on the first pay date in April 2003, extra-help employees shall have access to a Kaiser Permanente Health Plan through the Health Care Employees/Employer Dental Medical Trust.

12.20.2 Health Benefits - Extra-Help Employees: Eligibility

Beginning with the first pay date in April 2003, benefit eligibility will become effective on the first pay

date after the pay period in which the employee has been employed by the County for at least 13 consecutive pay periods and has worked at least 520 hours. In addition, employees must have worked at least 160 hrs in the previous 4 scheduled pay periods and must generally work at least 40 hours per pay period in order to enroll in the plan.

12.20.3 Health Benefits - Extra Help Employees: Contribution Rates

Upon approval of a plan and the initiation of benefits coverage to extra-help employees, the County contribution rate will be implemented in three steps: During the initial period of plan availability and coverage, for each pay period in which an extra-help employee works at least 40 hours, the County shall contribute fifty percent (50%) toward the cost of employee only coverage. The employee shall pay the balance of the premiums by pre-tax payroll deduction as allowed by IRS Code Section 125. Beginning on the first pay date in February 2004, the biweekly County contribution shall increase to sixty-five percent (65%) of the cost of employee only coverage.

Beginning on the first pay date in February 2005, the biweekly County contribution shall increase to eighty percent (80%) of the cost of employee only coverage.

For each pay period in which the extra-help employee works more than 20 but less than 40 hours, the above amounts shall be prorated in proportion to the number of hours worked in the pay period.

12.20.4 Health Benefits-Extra-Help Employees: Employee obligation for continued coverage and conditions for regaining eligibility

An extra-help employee who is covered by the health plan who fails to work at least 20 hours in any pay period will be eligible to continue the health coverage by paying the full amount of the premiums by payroll deduction if sufficient funds are available, or through COBRA if insufficient funds are available to cover the full cost of the premiums.

Employees who lose coverage due to pay period(s) with insufficient hours worked shall regain coverage on the first pay date following a period with at least 20 hours worked.

The County reserves the right to cancel an employee's active coverage if an employee loses coverage more than twice in any 13 consecutive pay periods, or a similar frequency that is determined to be an administrative burden. An employee canceled under this section shall be eligible to elect COBRA continuation of coverage. If canceled under this section, an employee wishing to reactivate coverage must file new enrollment forms and must work at least 40 hours a pay period for 4 consecutive pay periods.

12.20.5 Health Benefits - Extra-Help Employees: Dependent Coverage

Covered employees may purchase dependent coverage for eligible dependents at their own expense through pre-tax payroll deduction as allowed by IRS code sect. 125.

12.20.6 Health Benefits - Extra-Help Employees: Enrollment

Approximately 45 days prior to the anticipated eligibility date, the County shall provide enrollment materials to the employee. The employee then has 30 days to complete and submit the enrollment forms. If coverage is waived upon initial eligibility, election to participate in the health plan can only be made during an annual open enrollment period designated by the County or as required by law.

12.20.7 Health Benefits - Extra Help Employees: FMLA/CFRA

Eligible extra-help employees who are off work on an FMLA or CFRA qualifying leave shall receive a County contribution toward health insurance equal to the average amount received in the two pay periods immediately preceding the first pay period of eligible leave. Employees must pay their share of the health benefits in order to maintain coverage and to continue to be eligible for a County contribution. Employees must file an Extra Help CFRA/FMLA Leave form along with appropriate medical documentation with their department. The approved leave form signed by the employee and his/her appointing authority shall be forwarded to the Auditor-Controller's office.

An employee who is eligible for this continued benefit shall notify the Auditor-Controller's payroll division of the employee's intent to continue insurance coverage no later than five (5) County business days after the first day of the leave.

To ensure 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. This premium provides coverage for the

two-week period beginning on the next pay date. If the employee fails to pay the premium by the last day of the pay period, he/she will receive one reminder notice. In order to reinstate coverage, the employee shall pay a \$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 by the end of the second pay period, the employee's continued health insurance shall be terminated.

The employee will not regain eligibility until he or she has worked four (4) consecutive pay periods with 40 or more hours worked in each. Under no circumstances will the County be obligated to pay premiums for dependent coverage.

12.20.8 Health Benefits - Extra-Help Employees: Review of Benefit Administration Issues

The County and the Union agree to meet and confer in committee:

- a) to discuss any issues that may arise during initial implementation, for example computer software programming, that may require modification of the eligibility rules; and
- b) to review the effects of these eligibility rules on administration of the Plan and discuss any administrative issues that have arisen during the first eighteen (18) months of the Plan in an effort to implement any mutually agreed upon changes as soon as practical.

12.20.9 Health Benefits - Extra-Help Employees: Plan Adoption Process

After approval of this MOU and the receipt of the appropriate premium information from the Trust, the County and the Union will meet and agree to the acceptability of the plan options and premium costs that will be included in the election. The Union will then, within three (3) months, conduct an election of the extra-help members on the agreed upon options for coverage. Premium quotes have been requested from the Trust based on three (3) levels of co-pay, each with and without optical coverage. The election will be a form of preferential voting to determine the option with the greatest preference.

Option	Office Co-pay	Rx Co-pay	Optical
1	\$10.00	\$ 5.00	Yes
2	\$10.00	\$ 5.00	No
3	\$10.00	\$10.00	Yes
4	\$10.00	\$10.00	No
5	\$15.00	\$10.00	Yes
6	\$15.00	\$10.00	No

12.21 C.O.B.R.A.

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

12.22 Long-Term Care - Payroll Deduction

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

Each employee is responsible to submit his/her own application and any subsequent membership changes directly to CalPERS, as CalPERS Long Term Care is not a County program or under County direction. CalPERS may directly invoice employees for missed payroll deductions or premiums due prior to start-up of payroll deduction. Implementation of the payroll deduction program will occur no later than the pay date of September 25, 2002.

ARTICLE 13 - HOLIDAYS

13.1

Holidays - Scheduled

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

- (1) New Year's Day, January 1
- (2) Martin Luther King's Birthday (3rd Monday in January)
- (3) Lincoln's Birthday, February 12
- (4) The 3rd Monday in February
- (5) The last Monday in May
- (6) Independence Day, July 4th
- (7) Labor Day, the 1st 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 25th
- (12) Each day appointed by the Governor of the State of California and formally recognized by the Board of Supervisors of the County of Sonoma as a day of mourning, thanksgiving or special observance.

13.2

Holidays - Floating and Christmas Eve or New Year's Eve

13.2.1

Holidays - Floating

In lieu of an additional holiday, each full-time employee who is in pay status on the last scheduled working day of July 2002 and the first-scheduled working day of August 2002 will be granted 14 hours of compensatory time. Beginning fiscal year 2003-2004 each full-time employee who is in pay status on the last scheduled working day of June and the first scheduled working day of July, will be granted 14 hours compensatory time. Such compensatory time may be taken as time off on a day mutually agreeable to the employee and the appointing authority, or may be accumulated as provided by this Memorandum. This holiday benefit shall be reduced proportionally by any unpaid time in the pay period in which the holiday is earned. Subject to the same restrictions as required of full-time employees, each part-time employee shall be entitled to a prorated number of hours as defined by Section 13.6. Neither Section 13.4 nor 13.5 applies to this Section (13.2).

13.2.2

Holiday - Eve

In lieu of a Christmas or New Year's eve holiday, each full-time employee who is in pay status on the last scheduled working day of July 2002 and the first scheduled working day of August 2002 will be granted 3 hours of compensatory time.

Beginning fiscal year 2003-2004 each full-time employee who is in pay status on the last scheduled working day of June and the first working day of July, will be granted 3 hours compensatory time each fiscal year which may be taken as time off on a day mutually agreeable to the employee and the appointing authority, or may be accumulated as provided by this Memorandum. This holiday benefit shall be reduced proportionally by any unpaid time in the pay period in which the holiday is earned. Subject to the same restrictions as required of full-time employees, each part-time employee shall be entitled to a prorated number of hours as defined by Section 13.6. Neither Section 13.4 nor 13.5 applies to this Section (13.2).

13.3

Holidays - Disposal Worker Exception

Disposal Worker I, Disposal Worker II, and Disposal Supervisor, shall receive Easter Sunday as a scheduled and observed off-duty holiday in lieu of Martin Luther King's Birthday.

13.4

Holidays - Observed

If a scheduled holiday falls on a Saturday, the proceeding Friday shall be the observed holiday.

Except as provided in Section 13.3, if a scheduled holiday falls on a Sunday, the following Monday shall be the observed holiday. All other scheduled holidays shall be observed on the date specified in Section 13.1.

13.5 Holidays - Compensation For

13.5.1 Holidays - Full-Time Compensation - Employees Not Scheduled to Work

A full-time employee, whose assigned work schedule includes neither the scheduled holiday nor the observed holiday, shall elect to receive 8 hours of compensatory time or 8 hours paid holiday. All other full-time employees whose regular assigned work schedule includes either the scheduled holiday or the observed holiday shall receive 8 hours at their base hourly rate of pay. This holiday benefit shall be reduced proportionally by any unpaid time in the pay period in which the holiday falls.

13.5.2 Holidays - Compensation - Employees Working

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

13.6 Holidays - Part-time Employee Pay

For each holiday, each part-time employee shall, receive holiday pay equivalent to 1/10 of an hour regularly scheduled to be worked based on the employee's ongoing work schedule. If the employee's total hours in pay status (excluding the holiday benefit) exceeds the hours regularly scheduled to be worked, the employee shall receive holiday pay equivalent to 1/10 of an hour for each hour in pay status (excluding the holiday benefit). This holiday pay shall not exceed 8 hours for each holiday nor, for a part-time employee, be less than 3.2 hours for each holiday in the pay period. "Ongoing work schedule" for purposes of this Section shall mean an average of the two pay periods immediately preceding the holiday. Upon approval of the appointing authority, a part-time employee may elect to accrue compensatory time in lieu of holiday pay only when the holiday pay status creates hours in excess of the employee's regular allocated full-time equivalent. Holiday accrued as compensatory time will not count as inservice nor affect the accruals or proration of benefits until used in a later pay period.

13.7 Holidays - Extra-Help Employees

Extra-help employees are not covered by this Article 13 except for the provisions of Subsection 13.5.2 above.

13.8 Holidays - Reopener

Effective 7/23/02, six (6) additional floating holiday hours were added for represented full-time employees (pro-rated for part-time employees) to bring holiday hours to the average of comparison counties. In the third year of this agreement, the parties will survey comparison counties as to the average number of holiday hours, to determine if any further adjustment is needed in the fourth year. During the first year of this agreement, the Union will engage in coalition bargaining with other employee organizations to explore the feasibility of establishing a County-wide Cesar Chavez holiday. If the parties agree to establish the Cesar Chavez holiday, the six (6) additional floating holiday hours will be traded back and therefore deleted.

ARTICLE 14 - VACATION

14.1 Vacation Accrual

Each employee other than extra-help shall accrue and may use vacation leave with full pay providing that the maximum accumulation shall be no more than specified in Sections 14.3 and 14.4.

14.2 Vacation - Accrual - Part-Time Employees

Part-time employees shall accrue vacation leave on a prorata basis. Usage and accrual shall be

governed by the same rules and regulations applicable to full-time employees.

14.3 Vacation - Accrual Rates - Non-Supervisory Unit

Each non-supervisory employee who has completed the following inservice hours shall accrue vacation leave at the appropriate rate shown below. Rates shown below will be adjusted to reflect any unpaid time in each pay period. Hours will be accumulated to the maximum indicated in the following table:

<u>YEARS OF COMPLETED FULL-TIME SERVICE</u>	<u>INSERVICE HOURS OF COMPLETED SERVICE</u>	<u>RATE FOR 80 INSERVICE HOURS</u>	<u>MAXIMUM ACCUMULATED HOURS</u>
0 through 2	0.0 to 4174.2	3.07	240
2 through 3	4174.3 to 6261.4	3.68	240
3 through 4	6261.5 to 8348.5	3.99	240
4 through 5	8348.6 to 10435.6	4.29	240
5 through 10	10435.7 to 20871.2	4.60	248
10 through 15	20871.3 to 31306.8	5.83	256
15 through 20	31306.9 to 41742.4	6.44	264
20 through 25	41742.5 to 52178.0	7.05	280
25 or greater	52178.1 or more	7.36	280

14.4 Vacation - Accrual Rates - Supervisory Unit

Each employee in the General Supervisory Bargaining Unit who has completed the following inservice hours shall accrue vacation leave at the appropriate rate shown below. Inservice hours include all hours in pay status excluding overtime. Rates shown below will be adjusted to reflect any unpaid time in each pay period. Hours will be accumulated to the maximums indicated in the table below. No employee promoted to a supervisory position shall have his or her maximum accumulation of vacation hours reduced as a result of the promotion.

<u>YEARS OF COMPLETED FULL-TIME SERVICE</u>	<u>INSERVICE HOURS OF COMPLETED SERVICE</u>	<u>RATE FOR 80 INSERVICE HOURS</u>	<u>MAXIMUM ACCUMULATED HOURS</u>
0 through 2	0.0 to 4174.2	3.07	240
2 through 3	4174.3 to 6261.4	3.68	240
3 through 4	6261.5 to 8348.5	3.99	240
4 through 5	8348.6 to 10435.6	4.29	240
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	6.44	360
20 through 25	41742.5 to 52178.0	7.05	360
25 or greater	52178.1 or more	7.36	360

14.5 Vacation - Credit Upon Reappointment

Each employee with 10435.6 inservice hours (five or more years) who resigned in good standing and is reappointed within two years shall be credited with 4174.2 hours (2 years) of service for purposes of new vacation accrual. Each employee who was laid off and is reappointed within two years shall be returned to the place on the accrual table (in Sections 14.3 or 14.4 above) that the employee occupied when laid off.

14.6 Vacation - Schedules

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

needs of the service require or permit. No employee may take vacation without advance approval of the department head or appointing authority. No employee may take vacation leave in advance of that actually accumulated at the time such leave is taken.

When an employee is restricted on the use of vacation time during a certain month, or months, of the year, due to the needs of the County, the County shall make every reasonable effort to accommodate the employee's request(s) to use vacation time during the remaining months of the year.

14.7 Vacation - Payment for Unused

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

14.8 Vacation - Buyback

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

14.9 Vacation Purchase Plan

Effective January 1, 2003 each eligible full and part-time employee may elect to purchase up to forty (40) hours of vacation leave each calendar year during their first five (5) years of permanent, probationary, or unclassified employment. Vacation purchased shall not exceed 200 hours. Eligibility will start from the employee's first in-service hour with the County of Sonoma. Eligibility will end upon completion of 10435.6 in-service hours. Each eligible employee must submit a signed vacation purchase plan agreement to his or her Departmental Payroll Clerk. Upon receipt the employee's future bi-weekly salary will be reduced by a minimum of two (2) hour increments until the purchase plan agreement has been fulfilled. Purchased vacation will be posted to the employee's leave balance upon purchase and will be available to the employee the pay period following purchase. All purchases of vacation must be completed prior to the end of the calendar year in which the employee reaches the in-service hours of 10435.6.

The additional vacation purchased is subject to the follow guidelines:

- a) Purchased vacation must be taken before accrued vacation in Articles 14.3 and 14.4.
- b) Purchased vacation is subject to the maximum accumulation limits and usage in Articles 14.3 and 14.4
- c) Purchased vacation is subject to the same provisions in Article 14.6.
- d) Purchased vacation leave is not eligible for buy back, Article 14.8, and purchased vacation balances will not be included in 80 hour remaining vacation balance requirement in Article 14.8.
- e) Purchased vacation hours when taken as time off will not be included in pay status hours for the purposes of shift pay and premium pay.
- f) Vacation Purchased will be paid off at the employee's base hourly rate at the time of termination.

14.10 Vacation Purchase Plan - Part-Time Employees

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

14.11 Vacation - Extra-Help Employee Exclusion

Extra-help employees are not covered by this Article (14).

ARTICLE 15 - SICK LEAVE

15.1 Sick Leave - Accrual

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

15.2 Sick Leave - Usage

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

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

15.3 Sick Leave - Affirmation

A signed affirmation for sick leave may be required for each use of such sick leave. Reasonable medical evidence of incapacity, on forms approved by the County, may be required for sick leave use of 48 hours or less duration and shall be required for sick leave use of more than 48 hours duration.

15.4 Sick Leave - Conversion

15.4.1 Sick Leave - Conversion - Annual

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

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

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

15.4.2 Sick Leave - Conversion - At Retirement

Each employee who separates from County Service on retirement only shall have the option of

converting one hundred percent (100%) of all unused sick leave remaining to each employee's credit at the time of retirement to retirement service credit as provided by Government Code Section 31641.03. This benefit will be implemented by the Board of Supervisors amending Ordinance No. 3807 to include eligible employees in the bargaining units represented by the Union under the provisions of the Ordinance. The provisions of this Section shall not be used in conjunction with Section 15.5 of this MOU.

15.5 Sick Leave - Payoff

Each employee who separates from County service voluntarily or by death, layoff, or retirement for reason other than disability, shall be entitled to payment of the monetary equivalent of 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.

15.6 Sick Leave - Payoff at Disability

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

ARTICLE 16 - MISCELLANEOUS LEAVES OF ABSENCE

16.1 Leaves of Absence Without Pay Usage Reference Table

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

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

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

16.2 Leaves - Compassionate

With respect to this provision, the term "spouse" shall also include domestic partners, and the term

“parent” is as defined in Section 15.2 d. A full-time employee may be granted up to 32 hours of leave with pay, in the event of death of (a) any of the following relatives of the employee: spouse, son, son-in-law, daughter, daughter-in-law, brother, sister, parent, grandparent, great-grandparent, grandchild, or person with whom the employee has a relationship in loco parentis, or (b) the parent of the spouse of the employee. Up to an additional 8 hours of sick leave may be granted to supplement compassionate leave.

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

16.3 Leaves - Court

16.3.1 Leaves - Court Leave - Response to Subpoena

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

16.3.2 Leaves - Court Leave - Line of Duty

These provisions do not apply to employees whose appearances are in the line of duty.

16.3.3 Leaves - Court Leave - Extra-Help Employees

Extra-help employees who are scheduled to work and are subsequently called to court under circumstances in Subsection 16.3.1 above, qualify under this Subsection (16.3.1).

16.4 Leaves - Jury Duty

16.4.1 Leaves - Jury Duty - Summons

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

16.4.2 Leaves - Jury Duty - Extra-Help Employees

Extra-help employees who are scheduled to work and are subsequently called to Jury Duty qualify under Subsection 16.4.1.

16.5 Leaves of Absence - 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.

16.6 Leaves - Time Off For Voting

If a voter does not have sufficient time outside of working hours to vote at a statewide election, the voter may, without loss of pay, take off enough working time which when added to the voting time available outside of working hours will enable the voter to vote.

No more than two hours taken off for voting shall be with pay. The time off for voting shall be only at the beginning or end of the regular working shift, whichever allows the most free time for voting and the least time off from the regular working shift, unless otherwise mutually agreed.

If the employee on the third working day prior to the day of election, knows or has reason to believe that time off will be necessary to be able to vote on election day, the employee shall give the employer at least two working days' notice that time off for voting is desired, in accordance with the provisions of this Section (16.6).

Not less than 10 days before every statewide election, every employer shall keep posted conspicuously at the place of work, if practicable, or else where it can be seen as employees come or go to their place of work, a notice setting forth the provisions of this Section (16.6).

16.6.1 Leaves - Time Off for Donating Blood

If an employee does not have sufficient time outside of working hours to donate blood, subject to department operational needs, the employee may without loss of pay take off up to one hour of working time twice a year for the purpose of donating blood. The employee shall give the employer at least five working days' notice that time off for donating blood is desired, in accordance with the provisions of this Section (16.6.1).

16.7 Leaves - Candidates for Public Office

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

16.8 LWOP - Water Agency & SCF&E, Inc.

16.8.1 LWOP - Water Agency & SCF&E, Inc. - General

- a) The General Manager of the Water Agency and the Fair Manager may grant leaves without pay, for periods not to exceed six months, at the request of the employee concerned, because of illness, disability, or pregnancy; or for educational purposes; or for other reasons the General Manager or Fair Manager deems appropriate.
- b) Requests for leaves without pay for periods in excess of six months may also be approved by the General Manager and Fair Manager.
- c) An employee may appeal the denial of the employee's request for leave without pay by the General Manager or Fair Manager to the Director of Human Resources. Such appeal shall be made in writing and submitted through the General County's Grievance Procedure in accordance with its procedural requirements. Any appeal of a denial of leave without pay for medical reasons shall be accompanied by a statement signed by competent medical authority, setting forth the employee's ability to perform the duties of the employee's position and a prognosis of the employee's ability to return to work at the termination of the requested leave.

- d) The decisions of the Grievance Appeals Committee on any appeals under this Subsection 16.8.1 shall be final and binding. An extra-help or provisional employee has no appeal rights from any decision by the County under this Section (16.8 [Subsections 16.8.1 through 16.8.5]).

16.8.2 LWOP - Water Agency & SCF&E, Inc. - Disabilities

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

16.8.3 LWOP - Water Agency & SCF&E, Inc. - Military

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

16.8.4 LWOP - Water Agency & SCF&E, Inc. - Medical Examination

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

16.8.5 LWOP - Water Agency & SCF&E, Inc. - Non-Grievability

This Section 16.8 is not grievable nor arbitrable except as stated in Subsection 16.8.1(c).

16.9 Leaves - Extra-Help Employees

Other than where specifically stated, extra-help employees are not covered by this Article (16).

16.10 Family & Medical Leave

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

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

The appointing authority may grant such Leave Without Pay which qualifies as FMLA/CFRA Leave in addition to the paid sick leave provided for in Article 15 upon submission of reasonable documentation. If the employee requests a paid or unpaid leave of absence for any reason which qualifies under CFRA/FMLA, the County shall designate that the requested leave of absence run concurrently with the employee's CRFA/FMLA entitlement.

Prior to going on Leave Without Pay, which qualifies under CFRA/FMLA, an employee may be

required to use certain accrued paid leave time. Please refer to Section 16.1 for the specific requirements.

The County shall continue its contribution towards the health plan premium for up to 12 workweeks of the leave. Nothing in this Section shall preclude the use of medical or pregnancy disability leave in Section 12.11 when the employee is medically incapacitated or disabled. If an employee does not qualify for continued benefits under this Section 16.10 or Section 12.11 (Medical or Pregnancy Disability Leave) and the employee wishes to continue benefit coverage, then Section 12.10 (County Contributions for Benefits During Unpaid Absence or Leave Without Pay) applies.

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

This provision shall be interpreted as the legal minimum Family and Medical Leave available to eligible employees. The appointing authority may grant additional leave without pay under this Section (16.10) provided it is consistent with the applicable provisions of the Sonoma County Civil Service Rules, County leave policies, Section 16.1, and other provisions of this memorandum.

16.11 Leaves - Stipend Education Leave

16.11.1 Leaves - Stipend Education Leave - Health Benefit Continuation

Notwithstanding the provisions of Section 12.10, employees in the Human Services Department who are authorized a Leave of Absence to attend graduate school under the IV-E Training Program, to obtain a master's degree in Social Welfare (MSW), shall be entitled to continue the County Health Benefit insurance program during the education leave. The County shall continue to make its normal health benefit contribution for the employee as provided under Section 12.4 of this MOU. The employee shall make appropriate payments acceptable to the Auditor-Controller to continue his/her portion of the premium during the leave.

16.11.2 Leaves - Stipend Education Leave - Employee Requirements

Each employee shall comply with all requirements of the Department in applying for the educational stipend leave. The employee shall agree and contract with the County, that upon return from leave, he/she will continue working for the County for a minimum of one year for each year of approved education leave. If, for any reason, the employee is not able to satisfy the agreement, then the employee shall repay the County for the total cost of the County's contribution for the continuance of the health insurance benefit during the approved period. The County Department of Human Services may waive the pay back requirement under this Section in case of employee's disability or death, or involuntary transfer of employee's spouse out of the area.

16.11.3 Leaves - Stipend Education Leave - Non-Grievability

Subsection 16.11 is not grievable nor arbitrable under Article 20 of this MOU.

16.12 Leaves - Disaster Leave

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

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

employee.

16.13 LWOP - Community Development Commission

16.13.1 LWOP - Community Development Commission - General

- a) Employees will be required to use appropriate paid leave(s) before leave of absence without pay will be granted pursuant to Section 16.1 (See Chart).
- b) The Community Development Commission Executive Director may grant leaves without pay, for a period not to exceed six months, at the request of the employee concerned, because of illness, disability, or pregnancy; or for educational purposes; or for other reasons the Executive Director deems appropriate.
- d) Requests for leaves without pay for periods in excess of six months may also be approved by the Executive Director.
- e) An employee may appeal the denial of the employee's request for leave without pay by the Executive Director to the Director of Human Resources. Such appeal shall be made in writing and submitted through the General County's Grievance Procedure in accordance with its procedural requirements. Any appeal of a denial of leave without pay for medical reasons shall be accompanied by a statement signed by competent medical authority, setting forth the employee's ability to perform the duties of the employee's position and a prognosis of the employee's ability to return to work at the termination of the requested leave.
- f) The decision of the Grievance Appeals Committee on any appeals under this Subsection 16.13.1 shall be final and binding. An Extra-Help or provisional employee has no appeal rights from any decision by the County under this Section (16.13.1 through 16.13.5).

16.13.2 LWOP - Community Development Commission - Disabilities

Requests for leave without pay for disabilities which are found by the State Compensation Insurance Fund or the Industrial Accident Commission to be incurred as a result of Community Development Commission employment shall be approved by the Executive Director until discontinuation of disability compensation payments.

16.13.3 LWOP - Community Development Commission - Military

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

16.13.4 LWOP - Community Development Commission - Medical Examination

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

16.13.5 LWOP - Community Development Commission - Non Grievability

This Section 16.13 is not grievable nor arbitrable except as stated in Subsection 16.13.1(d).

16.13.6 Leaves - Extra-Help Employees - Community Development Commission

Other than where specifically stated, extra-help employees are not covered by this Article (16).

ARTICLE 17 - MISCELLANEOUS PROVISIONS - ALL BARGAINING UNITS

17.1 Safety

17.1.1 Safety - Shared Obligation

County is concerned with employees' safety and the availability of safe working places and conditions for its employees. County will endeavor throughout the term of this Memorandum to provide and maintain a safe place of employment for its employees. On behalf of its membership, the Union agrees that it is the duty of all employees in the course of performing their regularly 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 or department head.

17.1.2

Safety - Committee

The County agrees to implement the County's Occupational Safety and Health Program and Safety Manual in accordance with Resolution #72917 of October 12, 1982, and Concurrent Resolutions #73310 DR 73311 of December 12, 1982. The parties agree that the County Health and Safety Committee retains the right to revise its procedures and processes. Complaints related to the Safety and Health Program shall be brought to the attention of the Departmental Safety Coordinator, Department Head, County Safety Coordinator or, if unresolved, to the County Health and Safety Committee for review and action.

In accordance with Resolutions #10762, #72917 and #73310 DR 73311, the County Health and Safety Committee shall meet at least once each quarter in January, April, July and October, or upon call of the Chairperson for special meetings. Any Committee member may petition the Chairman to convene a special session of the Committee for cause.

A union steward designated as a member of a Department Safety Committee or designated as a member of the County Safety and Health Committee will be authorized release time to attend committee meetings, provided attendance by the Steward does not interfere with the operational needs of the County. No Steward may leave his or her work assignment to attend committee meetings without the specific approval of the Steward's supervisor.

17.1.3

Safety - Hazard Report, Action, Appeals Process

The County agrees to continue to make available to employees in all work locations, a standard County hazard report form which can be filed by any employee with the employee's supervisor. The employee should retain a copy.

The supervisor shall process the hazard report form as follows:

- a) When corrective action is necessary, the supervisor shall state on the hazard report form the nature of the corrective action taken or to be taken.
- b) No later than five (5) working days after receipt of the hazard report, the supervisor shall transmit copies of the hazard action form to the Department Head or designee, the County Safety Coordinator and the employee concerned. The Department Head or designee will review the action taken or to be taken with the supervisor and the employee concerned.
- c) If the employee concerned is not satisfied with the corrective action taken or to be taken, the matter may be appealed to the County Safety Coordinator.
- d) Within ten (10) working days of receipt of appeal, the County Safety Coordinator shall further investigate and shall reassess and provide the employee concerned and Department Head or designee with a written statement of action taken or to be taken.
- e) In the event that the employee concerned is not satisfied with the decision of the County Safety Coordinator, the matter may be referred to the County Safety Committee for discussion and action.
- f) The Union agrees that it and employees it represents shall first exhaust the safety complaint and appeals procedures of the County's Safety Program. If the employee/Union believes that the County has not followed its own procedures or processes as described above, the employee/Union may file a written grievance at the Third Step (Article 20.8.2) for such disputes only.
- g) In the event that a hazardous condition presents a clear and immediate danger to the health or safety of employees, the above limits shall be reduced to immediate response action.

17.1.4

Safety - Installation and Removal of Temporary Dam

County agrees that installation and removal of the temporary dam on the Russian River at Healdsburg will be performed only when the level of flow in the river allows such work to be performed in accordance with all applicable laws and regulations governing safety.

17.1.5

Safety - Training

The County shall continue a County-wide training program for supervisors and non-supervisory

employees, subject to the review and approval of the County-wide committee. Safety training shall include training in identification and correction of health and safety hazards, training in safe work practices, training in hazard report and appeal processes, training in CAL-OSHA regulations and procedures. Safety training shall be provided employees on a regular basis. Written records shall be maintained by the Safety Coordinator reflecting the date, duration, and subject matter of any training provided. Training shall be conducted at the lowest practical level of supervision.

17.1.6 Safety - Award Incentive Program

The County will allocate \$3,000 to the County Safety Committee to develop and recommend to the Board of Supervisors a Safety Award Incentive Program. The Union and the County will jointly seek any necessary Legislative changes.

17.2 Employee Assistance Program

The County and the Union agree to continue the Employee Assistance Program to assist employees who are experiencing unusual stress which may be affecting the employee's job performance. The County and the Union will reopen to meet and confer regarding any substantive changes to the Employee Assistance Program during the term of this MOU.

17.3 Memorandum of Understanding - Distribution

The parties agree that the County shall have this Memorandum printed in sufficient copies for distribution to all current and future employees covered by it and for other County employees affected by it, and that the style, size and format of the printed version shall all be mutually agreed upon in advance between the County and the Union. Subject to the foregoing, the County and the Union shall share equally in the costs of printing.

17.4 Indemnification - County

The County recognizes its obligation to defend and indemnify its officers and employees in accordance with California Government Code 825 et. seq. and 995 et. seq. This item is not grievable nor arbitrable.

17.5 County/Union Meetings

The County and the Union shall meet whenever the Union President or General Manager and the County's Employee Relations Manager agree to meet to discuss matters of mutual interest. Agenda items will be agreed to as well as the date and time of such meeting.

17.6 Suggestion Awards Program

The County agrees to continue the Suggestion Awards Program. The County reserves the right to reduce or eliminate the program if adequate staff resources cannot be provided to continue a meaningful program.

17.7 Emergency Meals

An appointing authority may arrange for meals to be provided at County expense to employees who are required to be kept on duty for prolonged periods of time or for emergency situations.

17.8 Direct Deposit

The County will continue to make a deposit of participating employees' pay checks directly to the employee's accounts in the participating financial institutions. The effective date of deposit will be one day after the regularly scheduled date of payroll issue.

17.9 Housing Assistance Program - Labor/Management

The parties agree that effective July 7, 1992, the Auditor shall deduct 1¢ per hour from each Union represented employee and shall place the monies in a specific account for use in assisting eligible employees in purchasing or renting a home in Sonoma County. The County shall, on at least a quarterly basis, make a matching contribution equaling the amount generated by employee

deductions. The Auditor shall make regular reports to the committee on funds available. The County and the Union shall jointly form a labor management committee to prepare and administer a Sonoma County Labor/Management Housing Assistance Policy. The Committee shall oversee the administration of the housing assistance program through the Community Development Commission staff. Represented employees of the Community Development Commission (CDC) may participate in the Housing Assistance Program except the Special Projects Coordinator may not participate nor any CDC employee who is in a decision making position related to the Housing Assistance Program.

If an employee receives a loan from the housing assistance fund, payroll deduction payments will be made so long as the employee is employed by the County.

Please reference Letter of Agreement, Number Five, for additional information.

17.10 Training - Interest Bargaining

It is the intent of the parties to incorporate interest bargaining concepts into future labor/management negotiations.

This Section (17.10) is not grievable nor arbitrable under this contract grievance procedure.

The parties agree that training costs under this Section (17.10) shall be equally shared between the County and the employee's Tuition & Textbook account.

17.11 Advisory Committees - Labor/Management

The County and Union support the creation and utilization of the Countywide and departmental labor-management committees. The parties acknowledge that it may not be feasible to form committees in every department, particularly small departments. Nevertheless, departments are encouraged to consider utilizing this collaborative problem-solving mechanism, which has proven to be worthwhile and successful.

Labor/Management Advisory Committees shall be comprised and function in the following manner:

- a) The committees shall be made up of no less than two (2), nor more than four (4), members each from the Union and other labor organizations representing department employees and from department management and supervisory staff. A member of the staff of the Human Resources Department or Union trained in facilitation or group problem solving may serve as a facilitator. The parties may also utilize the service of an outside facilitator with the department and the Union sharing the outside facilitator's fee.
- g) Labor/Management committee meetings and related training shall be deemed County business for compensation purposes.
- h) The committees may be continued, modified, or expanded by mutual agreement of the participants. At the request of either party, Department Labor Management Committees may be evaluated.
- d) The committees may review, discuss and make recommendations on a variety of departmental issues of mutual concern. Concerns regarding workloads within a department are to be taken to the Department Labor Management Committee. If the department does not have a Labor Management Committee, or if the issue is unresolved by the committee, the issue may be referred to the County Wide Labor Management committee.
- e) The committees are encouraged to brainstorm possible issues and problems, prioritize the possible issues in general order of importance, and select high priority issues of mutual interest to review. In reviewing the issues, the committees are encouraged to define the issue carefully, study and evaluate the most promising solutions, and make a recommendation with supporting documentation to the department head with a copy to the Director of Human Resources and the General Manager of the Union.
- f) The department head shall evaluate proposed solution, make a decision on the committee's recommendation and report back his/her decisions. The committee may make an oral presentation as well as their written report and recommendation to the department head.
- g) Departments must fund any recommended changes through the existing budget process or through cooperative efforts of the Department Labor/Management Committee in seeking and locating funding for changes through other sources. The decisions of the department head

shall not set precedent nor bind the County or other County departments. The County Wide Labor/Management Committee shall publicize the positive results of department committee recommendations.

- i) Matters of County wide interest and matters impacting the collective bargaining agreement shall be forwarded to the County Wide Labor/Management Committee for review. Department committees are not authorized to bargain, modify or add to existing provisions of the existing agreement. Grievances, wages, hours, fringe benefits are also excluded from consideration by the committee; however, the County Wide Labor/Management Committee, by mutual agreement, may request and authorize, in writing, a Department Labor/Management Committee to review and discuss a matter within the scope of bargaining such as premiums, fringe benefits, caseload and working hours.
- j) This Section (17.11) is not grievable nor arbitrable under the contract grievance procedure, except that the County's refusal to establish in good faith these committees is a contract grievance matter.

17.12 Retirement - Credit for Prior Public Service

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

17.13 Retirement - Final Compensation

Salary, premiums, and other miscellaneous earnings included in final compensation for retirement calculations shall be determined by the Retirement Board.

17.14 Retirement - 3% at 60 Enhanced Retirement Program

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

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

Additionally on this date, the employer-paid 1% deferred compensation (457) contribution will cease and will be re-directed to pay 1% of the normal retirement cost going forward.

Additional savings from the County Health Plan revisions (.33%) is directed also to fund the normal cost above. In the event that effective County Health Plan changes are not achieved, the parties agree to re-open to discuss how to adequately fund the remaining costs associated with the new 3% at 60 enhanced retirement program.

17.15 Workload Accommodation During Vacancies

To accommodate workload during periods when there are vacant positions in a work unit, the following criteria will be followed:

- 1) Workload will be prioritized and distributed with input from staff.
- 2) The use of overtime, extra help, temporary workers, interns, retiree registry, increased staffing, supervisory and management support to staff will be considered before workload is assigned.

ARTICLE 18 - BARGAINING UNIT AND SPECIAL PROVISIONS

- 18.1 Job-Sharing
Job-sharing is defined as the practice of filling one permanent full-time position with two part-time employees sharing a caseload and/or other job duties and pursuant to a written agreement between the employees and the Appointing Authority.
Requests by employees to participate in a job-sharing agreement shall be considered on their individual merits and on the compatibility of the individuals making the request as determined by the appointing authority.
A job-sharing agreement may be terminated by the appointing authority or by the mutual agreement of all of the parties involved or by the termination of one of the employees. Decisions made by the appointing authority under this policy are not grievable nor arbitrable.
- 18.2 Economic Assistance Division - Vacancies
When an allocated position remains vacant in the Human Services Department Economic Assistance Division for more than 30 calendar days, and in the judgment of the Human Services Director, adequate State and Federal funds are available, at least one of the following options shall be used to cover the workload for the vacant position:
a) hiring trained extra-help, if available;
b) authorizing overtime if there are enough volunteers to accomplish the necessary work, all overtime assignments will be voluntary; if these are not sufficient volunteers for overtime assignments to complete the necessary work, the Director may at his/her discretion, make mandatory overtime assignment.
- 18.3 Service & Technical Support Unit - Regional Parks
18.3.1 Svcs. & Tech. Support - Regional Parks Dept. - Assign. & Transfer
The 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 least 7 days notification. At least 30 days notification shall be given of any transfer directed by the department that exceeds 25 miles or requires the employee to relocate his permanent residence. Employees transferred at the direction of the department over 25 miles, or who are required to relocate their permanent residence shall also be entitled to up to 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.
- 18.3.2 Svcs. & Tech. Support - Regional Parks Dept. - Housing
Any employee in the class of Park Ranger Trainee, Park Ranger III, Parks & Grounds Maintenance Worker I, II, Parks & Grounds Maintenance Supervisor, Events Services Supervisor, or Building Events Workers 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.
- 18.3.3 Svcs. & Tech. Support - Regional Parks Dept. - Maintenance Fees
Once a Housing License Agreement is signed by a Park Ranger, Parks & Grounds Maintenance Worker, Parks & Grounds Maintenance Supervisor, Events Services Supervisor, or a Building Events Worker, residing on County property 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 (18.3.3), and this fee shall be deducted from the employee's paycheck. Maintenance fees will not, in any case, exceed 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.

18.3.4 Svcs. & Tech. Support - Regional Parks Dept. - 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 purposes 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.

18.3.5 Svcs. & Tech. Support - Regional Parks Dept. - North Coast Assignment Premium

Any employee in the class of Park Ranger Trainee, Park Ranger III and Parks & Grounds Maintenance Worker II who is permanently assigned to the North Coast reporting locations for Stillwater Cove and Gualala shall receive a 10% premium for all hours in pay status to address recruitment and retention and additional costs created by this assignment. The Union and the County agree to re-open for discussion of this provision if a different premium level is negotiated for the job classes of Park Ranger I and II assigned to the North Coast as defined above. The re-opener would occur upon ratification of an agreement that contains a different premium.

18.4 Maintenance Unit - Disposal Workers - Work Schedule

The County will continue the 9-hour work day (8-hours regular time, 1-hour overtime) for Disposal Workers I and II on such schedule as of July 5, 1983, provided however, that County reserves the right to change such work schedule after meeting and conferring with the Union with regard to the impact of such change in schedule, but not with regard to the decision to make such change.

18.5 Maintenance Unit - Reporting Location Park Maintenance Worker

During the term of this Memorandum the County will continue the current Regional Parks' Department practice and policy with regard to the reporting to work location for Parks & Grounds Maintenance Workers. The parties agree that a Parks & Grounds Maintenance Worker's reporting location may be changed temporarily by the County in response to an emergency as defined in Article 3. The Department may only change permanently a Park Maintenance Worker's reporting location after first meeting and conferring with the Union.

18.6 Supervisory Unit - Supervisory-Subordinate - Salary Alignment

It is the mutual goal of the parties to achieve and maintain a 10% base salary differential, between supervisory employees and those supervised. During the term of this Memorandum, whenever the difference between the "I" Step of the salary range of a supervisory classification and the "I" Step of the salary range of the supervisor's subordinate classification is less than 10%, upon request by the Union, the County shall meet and confer with the Union on the supervisor's salary range.

18.7 VDT (Video Display Terminal)/ Microfilm Reading

18.7.1 Human Factors Considered

The County will consider human factors in the use of VDTs and microfilm readers by employees and will make reasonable efforts to acquire equipment that will produce high levels of user comfort and safety.

A VDT or microfilm operator who is experiencing physical problems due to working with equipment, work area lighting, and/or VDT furniture, shall report those problems to the operator's supervisor. An operator may also raise such problems by filing a Hazardous Report Form or by contacting the department safety officer. The response by the County to any VDT or microfilm-related complaint will depend upon the particular circumstances raised.

18.7.2 VDT/Microfilm - Benefit

The County will maintain a VDT/microfilm user safety program related to vision care. Each current or

new employee who is assigned to use as a part of their regular job assignment a VDT or microfilm reader for twenty hours per week or more on an ongoing basis will be entitled to the VDT/microfilm benefit. Employees who do not meet the on going twenty-hour per week threshold but are experiencing problems can contact their supervisor to arrange for an assessment by Risk Management.

18.7.3 VDT/Microfilm - Eligibility

Full-time and part-time employees eligible under Section 18.7 will receive a VDT/microfilm eye examination and, if prescribed, special lenses and frames through arrangement with the Vision Service Plan (VSP). Examinations can only be performed by a VSP member eye-care provider or other selected provider.

Full-time VDT or microfilm operators eligible for the benefit must include their VDT or microfilm eye examination with the annual VSP eye examination. Effective September 1987, part-time employee VDT or microfilm operators eligible for the benefit will be provided, through a VSP eye-care provider of the employee's choice, an annual eye examination and, if prescribed, special lenses and frames at no cost to the employee.

18.8 Supervisory Unit - Housing Allowance - Marina Supervisor

An employee in the class of Marina Supervisor shall be expected to, when off duty, respond in a timely manner to calls from Marina customers.

Effective July 23, 2002, an employee in the Marina Supervisor job class will be entitled to receive a housing allowance of \$400 per month. The housing allowance will be increased \$50 each fiscal year to a maximum of \$550 per month during the term of this contract.

18.9 Medical Examinations - Water Agency, Fairgrounds

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

18.9.1 Medical Examinations - Community Development Commission

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

18.10 Notary Services

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

An employee's individual tuition and textbook account will not be charged for such expenses.

ARTICLE 19 - LAYOFF AND RESTORATION

19.1 Layoff and Restoration - Water Agency

19.1.1 Layoff - Water Agency - Applicability

The parties agree that the following layoff policy and procedures shall be applicable to employees of Sonoma County Water Agency who are covered by this Memorandum.

19.1.2 Layoff - Water Agency - Force Reduction

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

19.1.3 Layoff - Water Agency - Order of Layoff

- a) Layoff procedures shall be applied on a Water Agency-wide basis. Where appropriate, after meeting and conferring with the Union, the Agency may authorize that layoff procedures be restricted to employees of one or more divisions or small units of the Agency.
- b) Whenever necessary to layoff one or more employees in the Agency, in a division or unit in which there is more than one employee in the class in which the layoff is necessary, employees shall be laid off in the following order:
 - (1) Extra-help and Provisional employees.
 - (2) Employees who have had their first merit increase extended or denied because of poor job performance.
 - (3) Full-time and part-time employees who have less than 1040 hours of continuous County Agency service.
 - (4) Part-time and full-time employees with more than 1040 hours of continuous County and Agency service.
- c) Continuous County and Agency service in the class in which the layoff occurs or in any other class having the same or higher salary range shall be counted as service in the affected class. Employees with less total continuous County and Agency service in the affected class shall be laid off before those with greater total continuous County and Agency service in the affected class. Continuous part-time service shall be prorated on an hour-for-hour basis in its relationship to full-time work.
- d) For purposes of this Section 19.1, continuous service means continuous employment by the County or Water Agency, whether with or without pay status.

19.1.4 Layoff - Water Agency - Displacement

A full-time or part-time employee who is laid off and who has greater total continuous County and Agency service than another employee in the Agency in another class, with the same or lower salary range and in which class the employee previously occupied in good standing and for which the employee is qualified for certification, transfer or voluntary demotion, may elect to displace the junior employee in the Agency in the class in accordance with the rules on the order of layoff (Subsection 19.1.3). An employee who is displaced shall be laid off and replaced by the employee who displaces him/her. An employee who is displaced because of layoff may in the same manner displace an employee who is junior to him/her.

Should an employee have the right to displace in more than one class, the employee shall first displace in the class with the highest salary range.

19.1.5 Layoff - Water Agency - Restoration

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

regular Agency business days after the receipt of the offer, the employee shall be declared unavailable and shall forfeit the right to restoration unless further offer of restoration is granted by the General Manager/Chief Engineer.

- b) Whenever more than one person has been laid off and/or displaced in the same class in the Agency, the order of restoration shall be in reverse of the order of layoff. An employee, who has restoration rights in more than one class because of layoff or displacement in more than one class, shall have restoration rights in each of the classes from which the employee was laid off or displaced. Refusal to accept restoration in one class does not eliminate the right to restoration in the other class or classes.
- c) Whenever a person is unavailable for restoration, the next senior person who is eligible for restoration shall be offered restoration in the same manner and under the same conditions. Should there be no person eligible and available for restoration, the position shall be filled by the Agency.
- d) A person who has forfeited for restoration may, within 10 regular Agency business days after forfeiture, request in writing to the General Manager/Chief Engineer that the employee be considered for a further offer of restoration, should such occur within one year after layoff or displacement. The employee's request shall contain a full explanation of the reason for the employee's unavailability. Within 30 calendar days after the request is filed the General Manager/Chief Engineer shall either grant or deny the request. The General Manager/Chief Engineer may specify conditions under which the further offer of restoration may be granted.

19.1.6

Layoff - Water Agency - Appeals

- a) The Board of Directors of the Sonoma County Water Agency shall act as a separate and final hearing body for layoff appeals for all full-time and part-time employees. Extra-help employees have no appeal rights.
- b) Implementation of a layoff decision may be appealed by an employee laid off; however, the decision to layoff may not be appealed.
- c) Any formal written notice to a part-time or full-time employee stating that the employee is subject to layoff or layoff resulting from displacement may be appealed as follows:
 - (1) Within 10 regular Agency business days from the receipt of the notice, an employee may, within the provision of Subsection 19.1.6(b), appeal the action to the General Manager/Chief Engineer.
 - (2) Within five (5) regular Agency business days after receiving the appeal, the General Manager/Chief Engineer shall give a written decision to the employee.
 - (3) If the employee is not satisfied with the decision in Subsection 19.1.6(c)(2) above, the employee may, within five (5) regular Agency business days after receiving the decision, appeal the decision to the Agency's Board of Directors.
 - (4) The Agency's Board of Directors shall review an appeal resulting from Subsection 19.1.6(c) above, within 21 days. This review and appeal procedure which applies to layoff and displacement action in no way supersedes restoration appeal procedures set forth under Subsection 19.1.5.

19.1.7

Layoff & Restoration - Water Agency - Non-Grievability

This Section 19.1 (19.1.1 through 19.1.7) is not grievable nor arbitrable.

19.2

Sonoma County Fair and Exposition, Inc. (SCF&E Inc.)

19.2.1

Layoff - SCF&E, Inc. - Applicability

The parties agree that the following layoff policy and procedures shall be applicable to employees of Sonoma County Fair and Exposition, Inc. (hereinafter referred to as SCF&E, Inc.) who are covered by this Memorandum.

19.2.2

Layoff - SCF&E, Inc. - Force Reduction

Employees shall be subject to layoff whenever their positions are abolished, or whenever necessary

because of lack of work or lack of funds.

19.2.3 Layoff - SCF&E, Inc. - Order of Layoff

- a) Layoff procedures shall be applied on a Fairgrounds-wide basis. Where appropriate, after meeting and conferring with the Union, the Fair Manager may authorize that layoff procedures be restricted to employees of one or more divisions of the Fair.
- b) Whenever necessary to layoff one or more employees in positions allocated by the Board of Supervisors at the Fair, in a division or unit in which there is more than one employee in the class in which the layoff is necessary, employees shall be laid off in the following order:
 - (1) Extra-help and Provisional employees.
 - (2) Employees who have had their first merit increase extended or denied because of poor job performance.
 - (3) Full-time and part-time employees who have less than 1040 hours of continuous County and Fair service.
 - (4) Part-time and full-time employees with more than 1040 hours of continuous County and Fair service.
- c) Continuous County and Fair service in the class in which the layoff occurs or in any other class having the same or higher salary range shall be counted as service in the affected class. Employees with less total continuous County and Fair service in the affected class shall be laid off before those with greater total continuous County and Fair service in the affected class. Continuous part-time service shall be prorated on a hour-for-hour basis in its relationship to full-time work.
- d) For purposes of this Section (19.2), continuous service means continuous employment by the County or Sonoma County Fair and Exposition, Inc., whether with or without pay status.

19.2.4 Layoff - SCF&E, Inc. - Displacement

A full-time or part-time employee who is laid off and who has greater total continuous County and Fair service than another employee of the Fair in another class with the same or lower salary range, may elect to displace the junior employee of Fair in the class in accordance with the rules on the order of layoff (Subsection 19.2.3) if the employee previously occupied a position in the class in good standing and if the employee is qualified for transfer or voluntary demotion to the class. An employee who is displaced shall be laid off and replaced by the employee who displaces him/her. An employee who is displaced because of layoff may in the same manner displace an employee who is junior to him/her. Should an employee have the right to displace in more than one class, the employee shall first displace in the class with the highest salary range.

19.2.5 Layoff - SCF&E, Inc. - Restoration

- a) Each person other than extra-help or provisional who has been laid off or displaced from, or who has in lieu of layoff been demoted voluntarily from a position which the employee occupied in good standing shall, in writing by certified mail, be offered restoration to a vacant position in the classification from which the employee was laid off, which Fair determines to fill within two years after the date the employee is laid off or displaced. The Fair shall make a reasonable attempt to notify an employee who is eligible for restoration. If an employee cannot be reached within 30 calendar days, the right to restoration shall be forfeited. Should an employee not accept restoration within seven (7) days after the receipt of the offer or should the employee decline to begin work within 21 days after the receipt of the offer, the employee shall be declared unavailable and shall forfeit the right to restoration unless further offer of restoration is granted by the Fair Manager.
- b) Whenever more than one person has been laid off and/or displaced in the same class at Fair, the order of restoration shall be in reverse of the order of layoff. An employee, who has restoration rights in more than one class because of layoff or displacement in more than one class, shall have restoration rights in each of the classes from which the employee was laid off or displaced. Refusal to accept restoration in one class does not eliminate the right to

restoration in the other class or classes.

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

19.2.6 Layoff - SCF&E, Inc. - Appeals

- a) The Sonoma County Fair Board shall act as a separate and final hearing body for layoff appeals for all full-time and part-time employees. Extra-help employees have no appeal rights. The Fair Board will hear any such appeal(s) unless and until Fair amends its by-laws to give to the Personnel Committee of the Fair Board the authority to hear such appeals. Any such by-laws amendment would not be subject to meet and confer.
- b) Implementation of a layoff decision may be appealed by an employee laid off; however, the decision to layoff may not be appealed.
- c) Any formal written notice to a part-time or full-time employee stating that the employee is subject to layoff or layoff resulting from displacement may be appealed as follows:
 - (1) Within 14 days from the receipt of the notice, an employee may, within the provision of Subsection 19.2.6(b), appeal the action to the Fair Manager.
 - (2) Within seven (7) days after receiving the appeal, the Fair Manager shall give a written decision to the employee.
 - (3) If the employee is not satisfied with the decision in Subsection 19.2.6(c)(2) above, the employee may, within seven (7) days after receiving the decision, appeal the decision to the Fair Board.
 - (4) The Fair Board or Personnel Committee shall review an appeal resulting from Subsection 19.2.6(c) above, within 21 days.

This review and appeal procedure which applies to layoff and displacement action in no way supersedes restoration appeal procedures set forth under Subsection 19.2.5

19.2.7 Layoff & Restoration - SCF&E, Inc. - Non-Grievability

This Section 19.2 (19.2.1 through 19.2.7) is not grievable nor arbitrable.

19.3 Layoff and Restoration - General

19.3.1 Layoff - General - Policy

The parties agree that the following layoff policy and benefits shall be applicable to all regularly employed full-time and part-time employees of the County, Water Agency, Air Quality Control District and the Fair. Neither the layoff nor the decision to layoff shall be grievable or arbitrable.

19.3.2 Layoff - General - Notice

An employee may be laid off from his or her job class and regular County service three weeks (21 calendar days) after formal, written notice has been presented or mailed to the employee at his or her last known address with a copy to the Union.

19.3.3 Layoff - General - Job Placement

Prior to layoff, the County shall attempt to place employees in a vacant position. The employee must have received formal layoff notice and requested reassignment to another department. Attempted placement shall be conducted in accordance with the County's Civil Service Rules. Job Placement under this Section shall not be grievable or arbitrable under this MOU but may be appealed to the

Director of Human Resources for review.

19.3.4 Layoff - General - Training

The County shall work with the Human Services Department to offer job-training resources to employees about to be laid off.

19.3.5 Layoff - General - Severance Period

An employee who has received a formal written layoff notice, and who is unable to displace another County employee or secure other regular County employment, may separate from County service after the eighth work day of the three-week notice period and receive his or her normal base salary for the hours he or she would normally be scheduled to work during the remainder of the three-week period.

This Subsection (19.3.5) shall not apply to employees appointed to a limited term/project position.

19.3.6 Layoff - General - Medical Coverage

For employees who continue to be laid off from County service, the County will make its usual medical insurance contribution for the first six pay periods following layoff and one half its normal contribution for the next six pay periods following layoff. Beginning on pay date thirteen following layoff, laid off employees may elect to continue medical insurance by utilizing COBRA.

19.3.7 Layoff - General - Salary Preservation

May be subject for consideration by the County but shall not be a mandatory subject of bargaining.

19.3.8 Layoff - General - Early Retirement

Early retirement credit in lieu of layoff is not subject to Article 22.

19.4 Layoff and Restoration - Community Development Commission

19.4.1 Layoff - Community Development Commission - Applicability

The parties agree that the following layoff policy and procedures shall be applicable to employees of the Community Development Commission who are covered by this Memorandum.

19.4.2 Layoff - Community Development Commission- Force Reduction

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

19.4.3 Layoff - Community Development Commission - Order of Layoff

- a) Layoff procedures shall be applied on a Community Development Commission-wide basis. Where appropriate, after meeting and conferring with the Union, the Commission may authorize that layoff procedures be restricted to employees of one or more divisions or small units of the Agency.
- b) Whenever necessary to layoff one or more employees in the Commission, in a division or unit in which there is more than one employee in the class in which the layoff is necessary, employees shall be laid off in the following order:
 - (1) Extra-help and Provisional employees.
 - (2) Employees who have had their first merit increase extended or denied because of poor job performance.
 - (3) Full-time and part-time employees who have less than 1040 hours of continuous County and Commission service.
 - (4) Part-time and full-time employees with more than 1040 hours of continuous County and Commission service.
- d) Continuous County and Commission service in the class in which the layoff occurs or in any other class having the same or higher salary range shall be counted as service in the affected class. Employees with less total continuous County and Commission service in the affected class shall be laid off before those with greater total continuous County and Commission

service in the affected class. Continuous part-time service shall be prorated on a hour-for-hour basis in its relationship to full-time work.

- e) For purposes of this Section 19.4, continuous service means continuous employment by the County or Community Development Commission whether with or without pay status.
- f) A full-time or part-time employee appointed to a class with a Project or Limited Term designation by job classification (ex: Housing Rehabilitation Specialist - Project) may be exempted by the Executive Director from the order of layoff of the affected project or limited term class based on a continuing need for a specialized technical skill/skill mix combination. Such skill/skill mix shall have been determined by a written plan (project or recruitment/certification) prior to filling the position as an essential function inherent to the overall purpose of the job. The incumbent(s) must have been appointed based on the required specialized technical skill/skill mix.

19.4.4

Layoff - Community Development Commission - Displacement

- a) A full-time or part-time employee who is laid off and who has greater total continuous County and Commission service than another employee in the Commission in another class, with the same or lower salary range and in which class the employee previously occupied in good standing and for which the employee is qualified for certification, transfer or voluntary demotion, may elect to displace the junior employee in the Commission in the class in accordance with the rules on the order of layoff (Subsection 19.4.3). An employee who is displaced shall be laid off and replaced by the employee who displaces him/her. An employee who is displaced because of layoff may in the same manner displace an employee who is junior to him/her.
Should an employee have the right to displace in more than one class, the employee shall first displace in the class with the highest salary range.
- b) A full-time or part-time employee who is laid off and who has greater total continuous County and Commission service than another employee in the same department in the same job class with a project designation (ex: Housing Rehabilitation Specialist - Project), may elect to displace the junior employee in the project designated class. Should the junior employee in the class possess a required specialized technical skill/skill mix not possessed by the laid off employee, the next most junior employee in the project class shall be displaced.

19.4.5

Layoff - Community Development Commission - Restoration

- a) Each person other than extra-help or provisional who has been laid off or displaced from, or who has in lieu of layoff been demoted voluntarily from a position in which the employee occupied in good standing shall, in writing by certified mail, be offered restoration to a vacant position in the classification from which the employee was laid off, which the Commission determines to fill within two years after the date the employee is laid off or displaced. The Commission shall make a reasonable attempt to notify an employee who is eligible for restoration. If an employee cannot be reached within 30 calendar days, the right to restoration shall be forfeited. Should an employee not accept restoration within five (5) regular Commission business days after the receipt of the offer or should the employee decline to begin work within 15 regular Commission business days after the receipt of the offer, the employee shall be declared unavailable and shall forfeit the right to restoration unless further offer of restoration is granted by the Executive Director.
- b) Whenever more than one person has been laid off and/or displaced in the same class in the Commission, the order of restoration shall be in reverse of the order of layoff. An employee who has restoration rights in more than one class because of layoff or displacement in more than one class, shall have restoration rights in each of the classes from which the employee was laid off or displaced. Refusal to accept restoration in one class does not eliminate the right to restoration in the other class or classes.
- c) Whenever a person is unavailable for restoration, the next senior person who is eligible for restoration shall be offered restoration in the same manner and under the same conditions.

Should there be no person eligible and available for restoration, the position shall be filled by the Commission.

- d) A person who has forfeited for restoration may, within 10 regular Commission business days after forfeiture, request in writing to the Executive Director that the employee be considered for a further offer of restoration, should such occur within one year after layoff or displacement. The employee's request shall contain a full explanation of the reason for the employee's unavailability. Within 30 calendar days after the request is filed the Executive Director shall either grant or deny the request. The Executive Director may specify conditions under which the further offer of restoration may be granted.
- e) Employees laid off from a project or limited term position have restoration rights for the specific project for which they were hired. Restoration rights shall not exceed the duration of the project or 24 months immediately following layoff whichever is less.

19.4.6

Layoff - Community Development Commission - Appeals

- a) The Board of Commissioners of the Community Development Commission shall act as a separate and final hearing body for layoff appeals for all full-time and part-time employees. Extra-help employees have no appeal rights.
- b) Implementation of a layoff decision may be appealed by an employee laid off; however, the decision to layoff may not be appealed.
- c) Any formal written notice to a part-time or full-time employee stating that the employee is subject to layoff or layoff resulting from displacement may be appealed as follows:
 - (1) Within 10 regular Commission business days from the receipt of the notice, an employee may, within the provision of Subsection 19.4.6(b), appeal the action to the Executive Director.
 - (2) Within five (5) regular Commission business days after receiving the appeal, the Executive Director shall give a written decision to the employee.
 - (3) If the employee is not satisfied with the decision in Subsection 19.4.6(c)(2) above, the employee may, within five (5) regular Commission business days after receiving the decision, appeal the decision to the Board of Commissioners.
 - (4) The Board of Commissioners shall review an appeal resulting from Subsection 19.4.6(c) above, within 21 days. This review and appeal procedure which applies to layoff and displacement action in no way supersedes restoration appeal procedures set forth under Subsection 19.4.5.

19.4.7

Layoff & Restoration - Community Development Commission - Non-Grievability

This Section 19.4 (19.4.1 through 19.4.7) is not grievable nor arbitrable.

ARTICLE 20 - GRIEVANCE PROCEDURE

20.1

Grievance - Purpose of Procedure

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

20.2

Grievance - Definition of

A grievance is a claim by an employee, a group of employees, or the Union on behalf of an employee(s), concerning the interpretation, application or alleged violation of this Memorandum. All other complaints are specifically excluded from this procedure including but not limited to, complaints which arise from the following: all disciplinary actions, including those that the Union claims are based on discrimination for Union activity (except written reprimands issued to current Union directors, officers and stewards, as identified in the last quarterly list given to the County by the Union that the Union claims are based upon discrimination for Union activity); all appeals arising from

examinations; performance evaluation or denial of a merit increase; placement of volunteers; working out of class; provisions of Fair Labor Standards Act; any provision of this Memorandum specifically

identified as not grievable.
Day shall mean calendar day.

20.3 Grievance - Standing to Initiate

An individual employee or the Union who, on behalf of an employee(s), in good faith has an actual grievance with the County over a grievable matter as defined in Section 20.2 may file a grievance. The Union may file a grievance without naming an individual employee if the alleged grievance involves a right or benefit granted the Union under this Memorandum, such as bulletin boards (Section 4.5) and Union Business (Section 4.12).

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

20.4 Grievance - Procedure Initiation

The grievance must be initiated within fifteen (15) days from the date of the action or occurrence giving rise to the grievance or within fifteen (15) days of when the grievant knew of or could have reasonably discovered such action or occurrence.

20.5 Grievance - 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.

20.6 Grievance - First Step of

The grievance shall first be discussed on an informal basis by the grievant with the employee's immediate supervisor within fifteen (15) days from the date of the action causing the grievance as provided in Section 20.5 above. The immediate supervisor shall respond within six (6) days. Every effort shall be made by the parties to resolve the grievance at this level and may include conferences among supervisory or administrative personnel. Such discussions will be held whenever possible, during the grievant's work hours.

20.7 Grievance - Second Step of

20.7.1 Grievance - Timing & Rationale - Second Step

In the event the employee believes the grievance has not been satisfactorily resolved, the employee shall submit the grievance in writing, with a copy to County Human Resources and the Union to the immediate supervisor within seven (7) days after receipt of the immediate supervisor's response. Such written grievance shall:

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

20.7.2 Grievance - Response to Second Step

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 and a copy sent to County Human Resources and the Union. 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.

20.8 Grievance - Third Step of

20.8.1 Grievance - Third Step - Timing

If the grievant is not satisfied with the response at Step Two, the grievant may appeal the decision to the department/agency head, with a copy to County Human Resources and the Union within seven (7) days of receipt of the written response at Step Two.

20.8.2 Grievance - Third Step - Response to

Within five (5) calendar days after receiving the completed grievance form, the department/agency head or his/her designated representative shall meet with the employee, and they shall thoroughly discuss the grievance. The department/agency head shall give his/her decision within 15 days after the discussion and send a copy of the decision to Human Resources and the Union.

When a grievance is not resolved at the second step (immediate supervisor) and is advanced to the third step (department head), the department head or designated representative may request in writing additional time for mid-management to work on a resolution.

20.9 Mediation

20.9.1 Mediation - Mutual Agreement

Prior to an arbitration hearing, the parties, by mutual agreement, may 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 agreement of the County and the Union. In the event the grievance is not resolved, neither stipulations, admissions, settlement proposals nor concessions agreed to or offered during mediation shall be admissible at a subsequent hearing.

20.9.2 Mediation - Alternative Methods to

The parties may also mutually agree to alternative methods of resolving grievances, including but not limited to informal hearings, and/or an ad hoc Board of Adjustment proceeding.

20.10 Arbitration of Grievance

20.10.1 Arbitrability of Grievance

Grievances directly and primarily involving the application, alleged violation, or interpretation of this Memorandum, except as otherwise provided in this Memorandum, are arbitrable. If a grievance is submitted to arbitration by the Union, neither offer for settlement nor concessions for settlement made during the grievance procedure shall be admissible in arbitration.

20.10.2 Arbitration - Timing of

Following completion of the Third Step of the grievance procedure provided herein, if the grievance is subject to arbitration and remains unresolved, the Union on behalf of the grievant may request arbitration. The request for arbitration must be given to the County Counsel and the Employee Relations Manager, in writing, within 15 days of the receipt of the response from Step Three.

20.10.3 Arbitration - Selection of Arbitrator

An arbitrator may be selected by mutual agreement of the County and the Union.

20.10.4 Arbitration - Failure to Agree on Arbitrator

Should the parties fail to mutually agree on an arbitrator, they shall make a joint request of the State Conciliation Service for a list of five (5) qualified arbitrators. The arbitrator shall be selected from the list by the parties alternately striking names with the first strike determined by chance.

20.11 Arbitration - Submission Statement

The parties shall, 30 days following the receipt of a written request for arbitration, exchange in writing their understanding of the question or questions submitted for 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 submitted for arbitration. The agreed 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.

- 20.12 Arbitration - Scope of Arbitration
 The arbitrator shall have no power to alter, amend, change, add to, or subtract from any of the terms of this Memorandum.
 The decision and award of the arbitrator shall be made solely upon the evidence and arguments presented to the arbitrator by the respective parties.
 The decision of the arbitrator shall be binding upon the Union. To the extent that the award of the arbitrator is not in excess of \$5,000.00 per individual grievant, it is binding on the County. To the extent that such award exceeds \$5,000 per individual grievant, it is advisory. If within sixty (60) days of receiving notice of decision and award requiring an expenditure in excess of \$5,000 per individual grievant, final action is not taken by 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 Union may then resort to a court of competent jurisdiction to pursue whatever other legal remedies are available to it under the provisions of this Memorandum.
- 20.13 Arbitration - Arbitrator's Decision
 Unless the parties agree otherwise, the arbitrator shall render the decision in writing within 30 days following 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.
- 20.14 Arbitration - Expenses
 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, attorneys' fees and witness fees shall be borne only by the party incurring that cost.
- 20.15 Grievance - Non-Retaliation
 Employees who file a grievance or who participate in a grievance procedure shall be free from harassment or retaliation as a result of filing or participating in a grievance.
- 20.16 Grievance - Maintenance of Performance Standards by Grievant
 Employees who file a grievance are in no manner excused or exempt from performance standards of the job. Job performance standards will be maintained throughout and following any action undertaken as a result of this grievance procedure.

ARTICLE 21 - FULL PERFORMANCE, NO STRIKE

- 21.1 Full Performance - Union Representation
 A material inducement to County's execution of this Memorandum is the Union's representation that the employees it represents will loyally and fully perform their respective duties in an efficient manner so as to provide the maximum service to the public and that the Union will fully perform its obligations owed to County.
- 21.2 Prohibited Activities - Union & Employees
 Accordingly, the Union and the employees it represents agree not to formally and publicly encourage or to engage in any and all forms of work stoppage activities during the term of this Memorandum including, but not limited to, strikes (including sympathy strikes), "slowdowns," "sick-ins" or similar concerted activity against County.
- 21.3 Full Performance - Union Responsibilities
 The Union shall not be liable to the County for "wildcat" job actions by the employees it represents. The Union shall use its best efforts to prevent any such "wildcat" job action and shall:
 a) encourage its members at the earliest possible time to discontinue the job action,
 b) immediately declare in writing delivered to County and publicized that such job action is illegal and unauthorized,

- c) direct its members in writing to cease such conduct and resume work or face fines or other appropriate punishment.

21.4 Full Performance - Written Assurances

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

If the Union's response does not insure compliance with the covenants of this Article 21, the County may suspend its compliance with Sections 4.9 and 4.10 and Articles 25 and 26 of this Memorandum of Understanding.

21.5 Prohibited Activities - Employee Liability

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

ARTICLE 22 - FULL UNDERSTANDING, MODIFICATION, WAIVER

22.1 MOU - Full Understanding

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

22.2 MOU - Meet & Confer Waiver

Except as specifically provided herein, it is agreed and understood that the Union voluntarily and unqualifiedly waives its right to and releases the County from any obligation to meet and confer on any subject or matter contained herein. Union acknowledges that County has fulfilled its obligations under Government Code Section 3505 for fiscal years 2002–03 through 2007–08.

22.3 MOU - Modification

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

22.4 Civil Service Commission Authority - No Limit

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

22.5 MOU - Non-Precedent Setting

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

ARTICLE 23 - SEPARABILITY

23.1 MOU - Invalidation of Article/Section

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

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

23.2 MOU - Replacement of Article/Section

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

ARTICLE 24 - REOPENERS

24.1 Reopeners (See 8.19; 8.19.1; 8.19.2; 9.8; 11.2.3; 12.20.8; 13.8)

Section 8.19	Inflation Protection (Salary Reopener - CPI)
Subsection 8.19.1	Recruitment & Retention
Subsection 8.19.2	Market Adjustment Wage Reopener
Section 9.8	Bilingual Pay
Subsection 11.2.3	Tuition and Textbook - Reopener
Subsection 12.20.8	Health Benefits - Extra Help Employees: Review of Benefit Administration Issues
Section 13.8	Holiday Reopener
Additional Reopeners - refer to Index - Letters of Agreement.	

ARTICLE 25 - AGENCY SHOP SERVICE FEE

25.1 Union - Fair and Equal Representation

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

25.2 Agency Shop - Service Fee

As a condition of employment, all represented employees (except those in the Supervisory Bargaining Unit) must be members or service fee payers of the Union. If any employee does not voluntarily make application for membership or service fee status within 45 days of the effective date of this section or within 45 days of beginning work, whichever is later, the County shall enroll the employee as a service fee payer automatically and by default. The County shall deduct the service fee from the employee's paycheck.

Payroll deductions shall be made bi-weekly. However, the initial deduction for any employee shall not begin unless either a voluntary authorization for deduction of Union dues or a service fee has been properly executed or the 45-day application period for considering voluntary enrollment has expired. Changes in the amount of the monthly membership dues must be delivered to the Auditor-Controller, Payroll Division, at least thirty (30) calendar days prior to the last pay day of the calendar month prior to the change becoming effective.

A represented employee may revoke his/her voluntary authorization for deduction of Union dues only as provided in Article 26 (Maintenance of Membership) of this contract. Any non-supervisory represented employee who revokes his/her voluntary authorization for membership shall be immediately enrolled as a service fee payer. All sums deducted by the County shall be remitted to the Union at an address given to the County by the Union, by the tenth (10) calendar day following the pay period when the deductions were made, together with a list of names and the amount deducted for each employee for whom a deduction was made. The County will also notify the Union of the name of each employee who revokes his "Voluntary Authorization for Deduction of Union Dues." This does not apply to "Special Assessments or penalties" levied by the Union that are over and above the regular paid dues.

The County shall not be liable to the Union by reason of the requirements of this Article for the remittance or payment of any sum other than that constituting actual deductions made from the pay earned by the employees. In addition, the Union shall indemnify and hold the County harmless from any liability resulting from any and all claims, demands, suits or any other action arising from

compliance with this Article or in reliance on any list, notice, certification or authorization furnished under this Article.

25.3 Agency Shop – Religious Exemption

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

25.4 Agency Shop - Separation from Unit - Exception

The provisions of Section 25.2 above shall not apply during periods of separation from the eligible bargaining unit by any employee otherwise subject to that Article but shall reapply to such employee following the first full pay period following the return of the employee to the bargaining unit. The term "separation" includes layoffs, transfer out of the covered bargaining units by request, promotion, demotion, reclassification or for any other lawful reason, and leaves of absence of a duration of more than one (1) full pay period, whether paid or unpaid and for any reason, including disability.

25.5 Agency Shop - Chargeable Costs

To the extent authorized by law, the costs of its collective bargaining activities shall be considered by the Union when making a determination of the amount of the agency shop service fee authorized by this Article. Examples of chargeable costs include but are not limited to (1) expenditures for labor contract negotiations (e.g., the fees and expenses of the Union representative and staff support, including research of and preparation for negotiating matters within the scope of representation); and (2) expenditures for administration of contracts (e.g., meetings and discussions with management concerning grievances under the contracts, meetings with employees as part of grievance resolutions, and costs of representatives for arbitrations and staff support including research and preparation).

25.6 Agency Shop - Non-Chargeable Costs

Currently, the following activities are not included in the calculation or determination of the agency shop service fee:

- a) lobbying or other political activity except as authorized by law;
- b) payments to affiliates, except for chargeable costs as authorized by law;
- c) social activities except as authorized by law;
- d) charitable and philanthropic activities;
- e) insurance and other benefit programs except as authorized by law; and
- f) any cost that, by law, cannot be included in a agency shop service fee.

25.7 Agency Shop - Advance Reduction of Service Fee

No agency shop service fee shall be collected from any employee until non-chargeable costs have been deducted from its amount.

25.8 Agency Shop - Notice of Service Fee

All enrolled service fee payers shall receive annual written notice sent by certified mail from the Union, which includes legally adequate audited information concerning the breakdown of "chargeable" and "non-chargeable" expenses, a reasonably prompt opportunity as provided below to challenge the amount of the fee before an impartial decision-maker, and an escrow shall be set up by the Union for the amounts reasonably in dispute while such challenges are pending. Specifically, such notice shall, at a minimum, include:

- a) An accounting report prepared, signed and verified by an independent auditor, who is a

certified public accountant, for the overall purpose of providing an itemization of the expenditures of the Union in detail necessary for an employee reasonably to be able to determine what the Union spends on both chargeable items and non-chargeable items, and consider whether expenses designated as chargeable are related to the Union's collective bargaining functions. However, this requirement can be met without requiring or allowing non-members or the County to become the Union's auditors. The accounting will utilize data from the prior fiscal year. At a minimum, this accounting report must:

- (1) state the amount of the agency shop service fee and provide an overview of how the accounting reports were translated into calculation of this fee;
- (2) disclose the Union's major categories of expenses, including employee compensation, specifying the actual expenditures within each category and the amount spent in each expenditure for chargeable items and non-chargeable items;
- (3) each major category and the allocations of expenditures therein for chargeable and non-chargeable expenses must be verified by the Auditor;
- (3) disclose what percentage of total Union expenditures is allocable to chargeable items and what percentage is allocable to non-chargeable items;
- (4) state the total sum of money the Union pays affiliates and demonstrate what percentage of such money is used for chargeable and what percentage is used for non-chargeable activities;
- (5) disclose what percentage of regular membership dues is allocable to chargeable items and what percentage is allocable to non-chargeable items and, consequently, what percentage of dues will be collected as the agency shop service fee;
- (6) explain the methodology used in producing this accounting report.

To enable the independent auditor to prepare the accounting report, the Union shall provide the auditor access to all records reasonably necessary for such a preparation, including a record of the employee's activities in sufficient detail to enable the auditor to make the necessary determinations of chargeable or non-chargeable. In the event that payments are made to any other organization, the auditor shall be provided access either to such organizations' records or relevant audited financial statements when reasonably necessary to prepare the above accounting.

b) Instructions on filing a challenge to the amount of the agency shop service fee with the Union, which, at a minimum, shall provide as follows:

- (1) non-members who wish to challenge collection of the agency shop service fee because the amount identified allegedly contains expenditures for non-chargeable activities must file an objection letter with the Union within 30 calendar days of receipt of notice (notice shall be rebuttably presumed to have been received no later than five (5) calendar days after it is postmarked). A non-member may file a letter by presenting it to the Union business office in person or by certified mail, return receipt requested. The non-member shall provide a copy of the letter to the County's Employee Relations Manager within three (3) calendar days of its filing with the Union;
- (2) the letter shall be signed by the challenger or the challenger's agent under penalty of perjury and must state with specificity the particular expenditures being challenged, and the grounds for such challenge. The letter must contain the name and mailing address of the challenger;
- (3) during the pendency of the challenge, the amount of the agency shop service fee reasonably in dispute shall be placed in an escrow account established by the Union;
- (4) within 30 calendar days after receipt, the Union shall schedule a date for arbitration, which shall be conducted in accordance with procedures established by American Arbitration Association. Pending the commencement of arbitration, the Union and the challenger may, by mutual agreement, attempt to resolve the dispute informally;
- (5) the arbitrator shall be selected in accordance with the procedures of the American

- Arbitration Association;
- (6) the Union shall have the burden of proving that the fee amount complies with this Article and applicable law; and
 - (7) The costs of the arbitrator and court reporter, if any, shall be borne entirely by the Union. The challenging employee shall be responsible for his/her costs including but not limited to attorney fees and copies of the court reporter's original transcript.

25.9 Agency Shop - Union's Constitutional Obligations

25.9.1 Agency Shop - Acknowledgment Obligations

It is recognized that this agency shop provision affects sensitive and important political speech and associational 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 Union must, at a minimum, follow. Nothing in this Article or any other, however, relieves the Union 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 Article. The Union 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 Union also recognizes that it is foreseeable that the employees subject to the agency shop service fee may suffer damages if this Article 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 Union to consult with competent legal counsel throughout the term of this contract over the implementation of this Article.

25.9.2 Agency Shop - Non-Discrimination

No employee shall be discriminated against or harassed on the basis of his or her status as a non-Union member or a non-Union agency shop service fee payer. Reasonable communication regarding the Union and/or Union membership shall not be considered discrimination or harassment under this Article.

25.10 Agency Shop - Service Fee - Part-time Employees

The financial obligations of employees who work less than full-time are subject to the agency shop service fee provisions of Section 25.2 above. The agency shop service fee shall be set on a prorata basis expressed as a percentage of salary.

25.11 Agency Shop - Notice of New Employees

The following provisions will apply regarding notice of new employees:

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

25.12 Agency Shop - Indemnification

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

25.13 Agency Shop - Rescission of Provision

The implementation of the provisions of this Article shall not prohibit or restrict an election to rescind

this provision as provided by Government Code Section 3502.5. This agency shop provision may be rescinded pursuant to Government Code Section 3502.5 or its successor provision.

25.14 Agency Shop - Recordkeeping and Reporting

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

25.15 Agency Shop - Violation of Article 25

If a court finds the implementation of this Article in violation of constitutional law, the Union shall have 60 days to comply with the Court's order or the County may thereafter cancel Article 25. In the interim, all collections of agency shop service fees by way of payroll deductions by the County shall be suspended, except as allowed by the Court. Also except as allowed by the Court, no unpaid agency shop fee that would otherwise have been due during the time such violation existed may be collected retroactively after the violation was corrected.

25.16 Agency Shop - Non-Arbitrability of

Except as provided below, Article 25 shall be grievable and arbitrable under Article 20 of this agreement.

The following are not grievable nor arbitrable under this agreement:

- a) the adequacy of the Union's notice required by Section 25.8 above; and/or
- b) other issues bearing on the constitutionality of the Union's collection of an agency shop service fee as prescribed by the courts.

Disputes regarding the amount of the agency shop service fee shall be arbitrable under this memorandum but only pursuant to Section 25.8 above.

ARTICLE 26 - MAINTENANCE OF MEMBERSHIP

On the date this agreement is executed, all Union members who had Union deduction authorizations on file with the Auditor-Controller or the Union, or who may thereafter authorize in writing the deduction of their Union dues, shall remain on payroll deduction for the term of this Memorandum or so long as they are members of the representative units. Union members may terminate payroll deductions of dues at the expiration of this Memorandum by giving written notice to the Union during a one-month period between 90 and 60 days prior to the expiration of the term. The Union agrees to indemnify, defend and hold harmless the County, its officers, agents and employees from any claim, liability or damage arising from this provision.

ARTICLE 27 - ENACTMENT

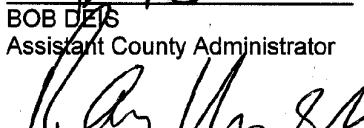
The Board of Supervisors will amend its written policies and take other action by resolution or otherwise as may be necessary in order to give full force and effect to provisions of this Memorandum.

COUNTY OF SONOMA,
SONOMA COUNTY WATER AGENCY &
COMMUNITY DEVELOPMENT COMMISSION

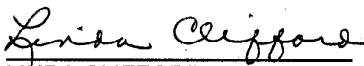
SEIU LOCAL 707


JOANNE SIDWELL
Employee Relations Manager

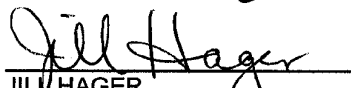

BOB DEIS
Assistant County Administrator


RAY MYERS
Director of Human Resources and
Employee Relations


RICHARD FLORES
County Counsel - Approved



LINDA CLIFFORD


DAVID GONZALEZ

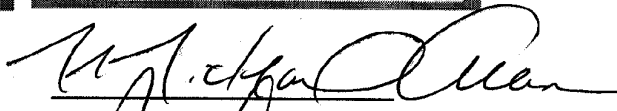

JILL HAGER


RICK HALL

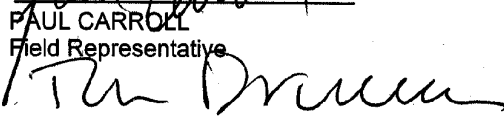

LINDA KALENIK


TARYN LEWIS

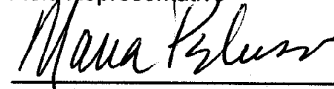

JOHN MAITLAND


MICHAEL ALLEN
SEIU LOCAL 707 General Manager


PAUL CARROLL
Field Representative

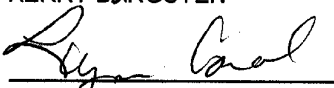

TOM DRUMM
Field Representative

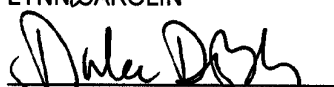

MARY FROMER
Field Representative


MARIA PELUSO
Field Representative


CHIP ATKINS


KERRY BARGSTEN


LYNN CAROLIN


DONNA DEBAETS


ROY FREBORG

CHRISTINE GAEBE

Karen Martin
KAREN MARTIN

Jim McCray
JIM McCRAY

Patti Morrison
PATTI MORRISON

Kim Murphy
KIM MURPHY

Jennifer Traumann
JENNIFER TRAUMANN

Bob Wieck
BOB WIECK

Linda Gustat
LINDA GUSTAT

Eddie Hasan
EDDIE HASAN

Mark Hays
MARK HAYS

Fred Hernandez
FRED HERNANDEZ

William Kirchanski
WILLIAM KIRCHANSKI

Stan Lennox
STAN LENNOX

Steve O'Keefe
STEVE O'KEEFE

Dian Patrick
DIAN PATRICK

LLOYDEL ROESCH

Elissa Seals
ELISSA SEALS

Debbie Thomas
DEBBIE THOMAS

Vaughn Whalen
VAUGHN WHALEN

Greg Wonderwheel
GREG WONDERWHEEL

APPENDIX A

SEIU Clerical Non-Supervisory -- 0001

<u>Class #</u>	<u>Class Title</u>	<u>A RANGE 07/23/02</u>	<u>A RANGE 06/24/03</u>	<u>A RANGE 06/22/04</u>
0401	ACCOUNT CLERK I	1360	1408	1457
0402	ACCOUNT CLERK II	1536	1590	1646
0403	ACCOUNT CLERK III	1695	1754	1815
0522	ADMISSIONS WORKER	1536	1590	1646
0391	ASSESSMENT CLERK	1556	1610	1666
0390	ASSESSMENT CLERK TRAINEE	1394	1443	1494
0011	CLERICAL TRAINEE	1143	1183	1224
0001	CLERK TYPIST I	1211	1253	1297
0002	CLERK TYPIST II	1350	1397	1446
0003	CLERK TYPIST III	1536	1590	1646
0501	CLINIC CLERK	1536	1590	1646
0488	COLLECTIONS ASSISTANT	1689	1748	1809
0162	DATA ENTRY OPERATOR II	1527	1580	1635
0104	DATA PROCESSING ASSISTANT	1196	1238	1281
0211	DOCUMENT RECORDER I	1536	1590	1646
0212	DOCUMENT RECORDER II	1689	1748	1809
0263	ELECTION CLERK	1536	1590	1646
0757	FAIRGROUND PREM EXHBT ASST	1683	1742	1803
0480	FINANCIAL COUNSELOR	1536	1590	1646
0019	LEGAL ASSISTANT	1905	1972	2041
0035	LEGAL CLERK	1689	1748	1809
0048	LEGAL PROCESSOR I	1350	1377	1425
0049	LEGAL PROCESSOR II	1536	1590	1646
0020	LEGAL SECRETARY I	1537	1591	1647
0021	LEGAL SECRETARY II	1766	1828	1892
0305	MAIL CLERK	1350	1397	1446
2261	MEDICAL RECORD CLERK I	1286	1351	1398
2262	MEDICAL RECORD CLERK II	1427	1499	1551
2263	MEDICAL RECORD CLERK III	1673	1757	1818
2264	MEDICAL RECORDS CODER	1814	1906	1973
0534	MEDICAL SECRETARY	1617	1724	1803
2265	MEDICAL TRANSCRIBER	1726	1786	1849
0505	MEDICAL UNIT CLERK	1536	1590	1646
0204	MICROGRAPHIC TECHNICIAN I	1394	1443	1494
0205	MICROGRAPHIC TECHNICIAN II	1536	1590	1646
0509	NURSING STAFFING COORDINATOR	1571	1626	1683
0382	PAYROLL CLERK	1800	1863	1928
0760	PREMIUM AND EXHIBIT AIDE	1536	1590	1646
0100	RECEPTIONIST	1536	1590	1646
0023	SECRETARY	1683	1742	1803
0264	SENIOR ELECTION CLERK	1689	1748	1809
0050	SENIOR LEGAL PROCESSOR	1689	1748	1809
0098	TELEPHONE OPERATOR	1372	1420	1470
0542	VITAL STATISTICS TECHNICIAN	1652	1710	1770
0261	VOTER REGISTRATION CLERK	1195	1237	1280

SEIU Service & Technical Support Non-Supv -- 0005

<u>Class #</u>	<u>Class Title</u>	<u>A RANGE</u> <u>07/23/02</u>	<u>A RANGE</u> <u>06/24/03</u>	<u>A RANGE</u> <u>06/22/04</u>
9108	AFFORDABLE HOUSING SPECIALIST	2719	2881	2982
1123	AG BIOLOGIST/STANDARDS SPEC I	1707	1767	1829
1124	AG BIOLOGIST/STANDARDS SPEC II	1957	2025	2096
1125	AG BIOLOGIST/STANDARD SPEC III	2154	2229	2307
1120	AGRICULTURAL PROGRAM ASSISTANT	1291	1387	1479
0976	AIR QUALITY SPECIALIST I	2001	2071	2143
0979	AIR QUALITY SPECIALIST II	2240	2318	2399
0980	AIR QUALITY SPECIALIST III	2533	2622	2714
4303	ANIMAL HEALTH TECHNICIAN	1642	1699	1758
4300	ANIMAL REGULATION OFFICER I	1435	1485	1537
4301	ANIMAL REGULATION OFFICER II	1724	1784	1846
1506	APPRAISER AIDE	1626	1683	1742
1517	APPRAISER ANALYST	2539	2628	2720
1510	APPRAISER I	1866	1931	1999
1511	APPRAISER II	2156	2231	2309
1512	APPRAISER III	2401	2485	2572
0392	ASSESSMENT PROCESS SPECIALIST	1746	1807	1870
6226	ASSISTANT COOK	1342	1389	1438
6227	* ASSISTANT COOK - JAIL	1476	1528	1582
0455	AUDITOR-APPRAISER I	2105	2179	2255
0457	AUDITOR-APPRAISER II	2460	2546	2635
1424	BLDG PLANS EXAMINER I	2000	2070	2142
1426	BLDG PLANS EXAMINER II	2575	2665	2758
1403	BUILDING INSPECTOR I	1898	1964	2033
1405	BUILDING INSPECTOR II	2451	2537	2626
1407	BUILDING INSPECTOR III	2652	2745	2841
0335	BUYER	2090	2163	2239
0331	BUYER TRAINEE	1806	1869	1934
1530	CADASTRAL MAPPING TECH I ALT	1750	1811	1874
1531	CADASTRAL MAPPING TECH II	1900	1967	2036
0582	CHILD SUPPORT OFFICER I	1541	1595	1651
0584	CHILD SUPPORT OFFICER II	1846	1911	1978
0586	CHILD SUPPORT OFFICER III	1982	2051	2123
1191	CODE ENFORCEMENT INSPECTOR I	2045	2117	2191
1192	CODE ENFORCEMENT INSPECTOR II	2576	2666	2759
0491	COLLECTION AGENT I	1541	1595	1651
0493	COLLECTION AGENT II	1846	1911	1978
0495	COLLECTION AGENT III	2044	2116	2190
9110	COMMUNITY DEVELOPMENT ASSISTAN	1860	1925	1992
3393	COMMUNITY SERVICES OFFICER	1603	1670	1728
0114	COMPUTER SUPPORT TECHNICIAN	1654	1712	1772
6228	COOK	1472	1524	1577
6229	* COOK - JAIL	1618	1675	1735
0069	DEP PUBLIC ADMIN/GUARD/CONSERV	2078	2151	2226
0147	DEPT INFORMATION SPECIALIST	2322	2403	2487
3391	DETENTION ASSISTANT	1517	1618	1725
2661	EMER MED SERVICES SPECIALIST	2018	2089	2162
3036	EMPL & TRG COUNS I	1900	1967	2036
3038	EMPL & TRNG COORD	2273	2353	2435
3037	EMPL & TRNG COUNS II	2166	2242	2320

3030	EMPLOYMENT & TRNG SPECIALIST	1902	1969	2038
9127	EMPLOYMENT HOUSING COUNSELOR	1951	2080	2172
1001	ENGINEERING AIDE	1418	1468	1519
0133	ENGINEERING PROGRAMMER I	2343	2425	2510
0134	ENGINEERING PROGRAMMER II	2887	2988	3093
1005	ENGINEERING TECHNICIAN I	1719	1779	1841
1006	ENGINEERING TECHNICIAN II	2001	2071	2143
1007	ENGINEERING TECHNICIAN III	2331	2413	2497
0988	ENVIROMENTAL SPECIALIST	2448	2534	2623
1272	EVENTS AIDE	1044	1134	1199
1276	EVENTS BOOKING COORDINATOR	1786	1849	1914
0322	FIELD OPERATIONS ASSISTANT	1647	1705	1765
1221	GEOGRAPHIC INFO TECH I	2088	2161	2237
1222	GEOGRAPHIC INFO TECH II	2322	2403	2487
0232	GRAPHICS DESIGNER PHOTOGRAPHER	1831	1895	1961
9115	HOME COUNSELOR	1602	1658	1716
9119	HOUSING ASSISTANT	1860	1925	1992
9129	HOUSING REHABIL SPEC-PROJECT	2392	2476	2563
9112	HOUSING REHABILITATION SPECIAL	2392	2476	2563
4320	HUNTER AND TRAPPER	1658	1768	1846
0153	INFO TECHNOLOGY ANALYST I	2322	2403	2487
0152	INFO TECHNOLOGY ANALYST II	2554	2643	2736
0154	INFO TECHNOLOGY ANALYST III	3144	3254	3368
3986	INMATE SERVICES PARALEGAL	1905	1972	2041
2101	LABORATORY AIDE	1242	1285	1330
9113	LEASE NEGOTIATOR/INSPECTOR	2152	2227	2305
0318	MATERIALS EQUIPMENT SPECIALIST	1854	1919	1986
0310	MATERIALS HANDLER	1462	1513	1566
9116	MOBILE HOME SPECIALIST	1593	1649	1707
0141	NETWORK ANALYST	3290	3405	3524
4401	PARK AIDE	1025	1114	1199
1251	PARK PLANNER I	2028	2099	2172
1253	PARK PLANNER II	2560	2650	2743
4404	PARK RANGER TRAINEE	1539	1608	1664
0550	PERMIT SPECIALIST	1769	1886	1978
1201	PLANNER I	1960	2029	2100
1202	PLANNER II	2313	2394	2478
1203	PLANNER III	2640	2796	2894
1200	PLANNING TECHNICIAN	1686	1745	1806
3220	PROBATION ASSISTANT	1414	1566	1725
0121	PROGRAM ANALYST TRAIN PROJ	2013	2083	2156
0130	PROGRAMMER ANALYST	2698	2792	2890
0122	PROGRAMMER ANALYST PROJECT	2698	2792	2890
0128	PROGRAMMER ANALYST TRAINEE	2013	2083	2156
9106	REDEVELOPMENT ASSOCIATE	2640	2797	2895
0225	REPROGRAPHICS TECHNICIAN I	1350	1397	1446
0226	REPROGRAPHICS TECHNICIAN II	1525	1578	1633
0227	REPROGRAPHICS TECHNICIAN III	1660	1718	1778
5370	RESIDENTIAL SERVICE WORKER	1305	1351	1398
1051	RIGHT OF WAY AGENT I	2264	2343	2425
1052	RIGHT OF WAY AGENT II	2632	2724	2819
1122	SENIOR AG PROGRAM ASSISTANT	1656	1714	1774
3031	SENIOR EMPLOYMENT & TRNG SPEC	2052	2124	2198
0137	SENIOR ENGINEERING PROGRAMMER	3309	3425	3545
0990	SENIOR ENVIROMENTAL SPECIALIST	2632	2724	2819

0140	SENIOR NETWORK ANALYST	3536	3660	3788
0129	SENIOR PROGRAMMER ANALYST	3225	3338	3455
0123	SENIOR PROGRAMMER ANALYST-PROJ	3225	3338	3455
0743	SENIOR SIMULCAST ATTENDANT	1449	1620	1811
0742	SIMULCAST ATTENDANT	1338	1486	1646
9107	SPECIAL PROJECT COORDINATOR	2515	2681	2820
1126	SR AG BIOLOGIST\STANDARD SPEC	2264	2343	2425
1428	SR BUILDING PLANS EXAMINER	2785	2882	2983
1193	SR CODE ENFORCEMENT INSPECTOR	2786	2884	2985
1223	SR GEOGRAPHIC INFO TECH	2485	2572	2662
0311	STOREKEEPER	1529	1583	1638
0118	SYSTEMS SOFTWARE ANALYST	3387	3506	3629
0117	SYSTEMS SOFTWARE ANALYST-PROJ	3387	3506	3629
0105	SYSTEMS SUPPORT TECH TRAINEE	1472	1524	1577
0107	SYSTEMS SUPPORT TECHNICIAN	1738	1799	1862
0985	TECHNICAL WRITING SPECIALIST	2568	2658	2751
9118	TENANT SERVICES REPRESENTATIVE	1860	1925	1992
1009	TRAFFIC SIGNAL TECHNICIAN	2439	2524	2612
1372	TRANSIT SPECIALIST I	2161	2237	2315
1374	TRANSIT SPECIALIST II	2637	2729	2825
5185	WASTE MANAGEMENT SPECIALIST I	2161	2237	2315
5186	WASTE MANAGEMENT SPECIALIST II	2359	2442	2527
0984	WATER CONSERVATION SPECIALIST	2487	2574	2664
0983	WATER INFORMATION SPECIALIST	2487	2574	2664
0320	YARD CLERK	1536	1590	1646

* Coded for payroll administration only, not a formal job class.

SEIU Maintenance Non-Supv -- 0010

<u>Class #</u>	<u>Class Title</u>	<u>A RANGE</u> <u>07/23/02</u>	<u>A RANGE</u> <u>06/24/03</u>	<u>A RANGE</u> <u>06/22/04</u>
0702	AIRPORT SERVICE WORKER I	1460	1511	1564
0704	AIRPORT SERVICE WORKER II	1708	1768	1830
5215	AUTOMOTIVE SERVICE WORKER	1543	1597	1653
5061	BRIDGE WORKER I	1864	1929	1997
5063	BRIDGE WORKER II	2096	2169	2245
1273	BUILDING EVENTS WORKER	1708	1768	1830
5155	DISPOSAL WORKER I	1712	1772	1834
5157	DISPOSAL WORKER II	1977	2046	2118
0748	FAIRGROUNDS MAINTENANCE WORKER	1441	1491	1543
5312	GROUNDSKEEPER	1613	1669	1727
5218	HEAVY EQUIPMENT SERVICE WORKER	1591	1647	1705
5320	JANITOR	1329	1376	1424
5321 *	JANITOR-DETENTION	1396	1445	1496
5007	MAINTENANCE ASSISTANT	1244	1288	1333
5030	MAINTENANCE SPRAYER	1762	1824	1888
5012	MAINTENANCE WORKER I	1441	1491	1543
5015	MAINTENANCE WORKER II	1708	1768	1830
5016 *	MAINTENANCE WORKER II-HT	1810	1874	1940
5017	MAINTENANCE WORKER III	1977	2046	2118
5506	MARINA ATTENDANT	1708	1768	1830
5213	MOTOR POOL ATTENDANT	1244	1288	1333
5403	PARKS GROUNDS MAINT WORKER I	1441	1491	1543
5405	PARKS GROUNDS MAINT WORKER II	1708	1768	1830
0749	SENIOR FAIRGROUNDS MAINT WKR	1749	1810	1873
5032	SENIOR MAINTENANCE SPRAYER	2054	2126	2200
5507	SENIOR MARINA ATTENDANT	1828	1892	1958
5073	TRAFFIC PAINT & SIGN WORKER	1977	2046	2118
5087	WATER AGENCY LEAD MAINTENANCE	2337	2419	2504
5080	WATER AGENCY MAINT WORKER I	1475	1527	1580
5082	WATER AGENCY MAINT WORKER II	1834	1898	1964
5086	WATER AGENCY MAINT WORKER III	2126	2200	2277
5084 *	WATER AGENCY WORKER II - HT	1810	1874	1940

* Coded for payroll administration only, not a formal job class.

SEIU Social Services Non-Supv -- 0025

<u>Class #</u>	<u>Class Title</u>	<u>A RANGE</u> <u>07/23/02</u>	<u>A RANGE</u> <u>01/07/03</u>	<u>A RANGE</u> <u>06/24/03</u>	<u>A RANGE</u> <u>06/22/04</u>
2679	AOD ASSISTANT I	1364	1364	1422	1472
2680	AOD ASSISTANT II	1548	1548	1614	1670
2681	AOD ASSISTANT III	1717	1717	1788	1851
2460	AOD INTAKE INTERVIEWER	1548	1548	1614	1670
0470	ELIGIBILITY WORKER I	1541	1541	1595	1651
0472	ELIGIBILITY WORKER II	1754	1754	1815	1879
0474	ELIGIBILITY WORKER III	1902	1902	1969	2038
3350	HOME CARE SUPPORT SPECIALIST	1566	1566	1621	1678
3351	HUMAN SERVICES AIDE I	1201	1201	1272	1317
3352	HUMAN SERVICES AIDE II	1364	1364	1450	1501
3360	INTERPRETER/TRANSLATOR I	1262	1262	1306	1352
3361	INTERPRETER/TRANSLATOR II	1566	1566	1621	1678
2463	MENTAL HEALTH AIDE	1262	1262	1306	1352
2476	MENTAL HLTH REHAB SPC	1557	1557	1611	1667
3371	PUBLIC HEALTH AIDE I	1147	1147	1187	1229
3372	PUBLIC HEALTH AIDE II	1262	1262	1306	1352
3375	PUBLIC HEALTH ASSISTANT	1566	1566	1621	1678
2605	PUBLIC HEALTH INVESTIGATOR	1969	1969	2038	2109
2477	SENIOR M H REHABILITATION SPEC	1924	1924	1991	2061
3001	SOCIAL SERVICE WORKER I	1822	1822	1886	1952
3002	SOCIAL SERVICE WORKER II	2028	2028	2099	2172
3003	SOCIAL SERVICE WORKER III	2166	2166	2242	2320
3004	SOCIAL SERVICE WORKER IV	2424	2424	2509	2597
3353	SOCIAL WORK ASSISTANT	1531	1562	1618	1675
0604	VETERANS CLAIMS WORKER I	1516	1516	1569	1624
0606	VETERANS CLAIMS WORKER II	1779	1779	1841	1905
0608	VETERANS CLAIMS WORKER III	1950	1950	2018	2089
4200	VICTIM WITNESS ADVOCATE	2042	2042	2113	2187

SEIU Nursing Services Non-Supv -- 0080

<u>Class #</u>	<u>Class Title</u>	<u>A RANGE</u> <u>07/23/02</u>	<u>A RANGE</u> <u>06/24/03</u>	<u>A RANGE</u> <u>06/22/04</u>
1916	FAM NURSE PRACT/PHYS ASSIST	3258	3372	3490
1917	* FAMILY NURSE PRACT-BS	3421	3541	3665
1918	* FAMILY NURSE PRACT-MS	3502	3625	3752
2103	FORENSIC ASSISTANT	1783	1845	1910
2102	LABORATORY ASSISTANT	1491	1543	1597
2005	LICENSED VOCATIONAL NURSE I	1737	1826	1890
2007	LICENSED VOCATIONAL NURSE II	1854	1950	2018
2009	LICENSED VOCATIONAL NURSE III	1969	2038	2109
2465	MENTAL HEALTH ASSISTANT I	1404	1453	1504
2467	MENTAL HEALTH ASSISTANT II	1559	1614	1670
2462	MENTAL HEALTH TRAINEE	1125	1200	1254
1926	NURSE PRACTITIONER-OB/GYN	3016	3122	3231
2000	NURSING ASSISTANT	1432	1508	1561
1914	* PHYSICIAN ASSISTANT - MS	3502	3625	3752
2091	PSYCHIATRIC NURSE	2932	3096	3204
2891	* PSYCHIATRIC NURSE- BS	3079	3251	3364
2991	* PSYCHIATRIC NURSE-MS	3152	3328	3444
2082	PSYCHIATRIC TECHNICIAN	1884	1950	2018
2011	STAFF NURSE I	2611	2789	2887
2811	* STAFF NURSE I-B.S.	2742	2928	3031
2911	* STAFF NURSE I-M.S.	2807	2998	3104
2012	STAFF NURSE II	2906	3068	3175
2812	* STAFF NURSE II-B.S.	3051	3221	3334
2912	* STAFF NURSE II-M.S.	3124	3298	3413

* Coded for payroll administration only, not a formal job class.

SEIU General Supervisory -- 0095

<u>Class #</u>	<u>Class Title</u>	<u>A RANGE</u> <u>07/23/02</u>	<u>A RANGE</u> <u>06/24/03</u>	<u>A RANGE</u> <u>06/22/04</u>
0415	ACCOUNTANT I	2029	2100	2174
0416	ACCOUNTANT II	2364	2447	2533
0405	ACCOUNTING ASSISTANT	1874	1940	2008
0404	ACCOUNTING TECHNICIAN	1794	1857	1922
0712	AIRPORT OPERATIONS SUPERVISOR	2185	2261	2340
1513	APPRAISER IV	2768	2865	2965
4070	AQUATIC SPECIALIST	2216	2362	2518
0393	ASSESSMENT PROCESS SUPERVISOR	1922	1989	2059
5361	ASSISTANT BUILDING SUPT	2791	2889	2990
5350	ASSISTANT FAIRGRDS BLDG SUPT	2791	2889	2990
5066	BRIDGE SUPERVISOR I	2305	2386	2470
5068	BRIDGE SUPERVISOR II	2538	2627	2719
1533	CADASTRAL MAPPING SUPERVISOR	2232	2310	2391
6230	CHEF	1741	1802	1865
6231	* CHEF - JAIL	1915	1982	2051
2319	CHIEF THERAPIST CTP	3243	3373	3491
0407	CHILD SUPPORT ACCT SUPV	1975	2044	2116
0028	CIVIL BUREAU SUPERVISOR	2088	2161	2237
1194	CODE ENFORCEMENT SUPERVISOR	3064	3171	3282
9109	COMMUNITY DEVELOPMENT SPECIALI	2515	2681	2820
1240	CUSTOMER SERVICE SUPERVISOR	2923	3025	3131
1137	DEPUTY AGRICULTRUAL COMMISSION	2402	2561	2668
5160	DISPOSAL SUPERVISOR	2340	2422	2507
0213	DOCUMENT RECORDER III	1975	2044	2116
0265	ELECTION REGISTRATION SUPV	1858	1923	1990
0267	ELECTION SERVICES SUPERVISOR	2098	2171	2247
0476	ELIGIBILITY SUPERVISOR	2149	2224	2302
1008	ENGINEERING TECHICIAN IV	2798	2896	2997
1275	EVENTS SERVICES SUPERVISOR	1879	1945	2013
0754	FAIRGROUNDS MAINTENANCE SUPV	2183	2259	2338
5324	HEAD JANITOR	1494	1546	1600
5325	* HEAD JANITOR - DETENTION	1569	1624	1681
9130	HOUSING REHABILITATION SUPERVI	2515	2681	2820
5327	JANITORIAL SERVICES SUPERVISOR	1633	1690	1749
0052	LEGAL STAFF SUPERVISOR	1975	2044	2116
5050	MAINTENANCE SUPERVISOR I	2302	2383	2466
5051	MAINTENANCE SUPERVISOR II	2532	2621	2713
5510	MARINA SUPERVISOR	2683	2777	2874
2252	MEDICAL RECORD TECHNICIAN	1920	2018	2089
0007	OFFICE SUPPORT SUPERVISOR	1734	1849	1951
4410	PARK RANGER III	2351	2433	2518
5412	PARKS GROUNDS MAINT SUPERVISOR	1964	2046	2118
0228	REPROGRAPHICS SUPERVISOR	1831	1895	1961
9111	SENIOR LEASE NEGOTIATOR/INSPEC	2355	2450	2536
0009	SENIOR OFFICE SUPPORT SUPERVISOR	1905	2031	2146
0070	SENIOR PUB ADMIN/GUARD/CONSERV	2350	2432	2517
0312	SENIOR STOREKEEPER	1696	1755	1816
3010	SOCIAL SERVICE SUPERVISOR I	2583	2673	2767

3011	SOCIAL SERVICE SUPERVISOR II	2710	2805	2903
0428	SPECIAL ASSESSMENT SUPERVISOR	1998	2068	2140
0109	SR SYSTEMS SUPPORT TECHNICIAN	2085	2158	2234
4306	SUPERVISING ANIMAL REG OFF	2059	2131	2206
2678	SUPERVISING AODS ASST	1901	1968	2037
0460	SUPERVISING AUDITOR-APPRAISER	2875	2976	3080
1440	SUPERVISING BUILDING INSPECTOR	3028	3134	3244
0503	SUPERVISING CLINIC CLERK	1839	1903	1970
3392	SUPERVISING DETENTION ASST	1704	1817	1938
0206	SUPERVISING MICROGRAPHIC TECH	1690	1749	1810
2187	SUPERVISING NUTRITIONIST	2443	2529	2618
1401	SUPERVISING PLANNER	2973	3077	3185
2570	SUPERVISING PUBLIC HEALTH NURS	3093	3218	3331
1056	SUPERVISING RIGHT OF WAY AGENT	2975	3079	3187
2013	SUPERVISING STAFF NURSE	3269	3383	3501
0588	SUPV CHILD SUPPORT OFFICER	2185	2261	2340
2615	SUPV E H SPECIALIST	2853	2953	3056
3039	SUPV EMP & TRNG COUN	2583	2673	2767
3032	SUPV EMP & TRNG SPEC	2257	2336	2418
1920	SUPV NURSE PRACT/PHYS ASSISTAN	3492	3709	3839
9114	TENANT SERVICES SUPERVISOR	2140	2215	2293
5076	TRAFFIC MAINT SUPERVISOR I	2302	2383	2466
5078	TRAFFIC MAINT SUPERVISOR II	2532	2621	2713
5089	WA MAINTENANCE SUPERVISOR	2500	2588	2679

* Coded for payroll administration only, not a formal job class.

APPENDIX B

MARKET AND INTERNAL ADJUSTMENTS

<u>JC #</u>	<u>Job Class Title</u>	<u>7/23/02</u>	<u>1/7/2003</u>	<u>6/24/03</u>	<u>6/22/04</u>
0405	ACCOUNTING ASSISTANT	1.50%	0.00%	0.00%	0.00%
0404	ACCOUNTING TECHNICIAN	1.45%	0.00%	0.00%	0.00%
2679	AOD ASSISTANT I	3.00%	0.00%	0.72%	0.00%
2680	AOD ASSISTANT II	3.00%	0.00%	0.68%	0.00%
2681	AOD ASSISTANT III	3.00%	0.00%	0.66%	0.00%
2460	AOD SERVICE INTAKE INTERVIEWER	3.00%	0.00%	0.68%	0.00%
9108	AFFORDABLE HOUSING SPECIALIST	3.00%	0.00%	2.38%	0.00%
1123	AG BIOLOGIST/STANDARDS SPEC I	2.00%	0.00%	0.00%	0.00%
1124	AG BIOLOGIST/STANDARDS SPEC II	2.03%	0.00%	0.00%	0.00%
1125	AG BIOLOGIST\STANDARD SPEC III	2.00%	0.00%	0.00%	0.00%
1120	AGRICULTURAL PROGRAM ASSISTANT	4.00%	0.00%	3.80%	3.00%
0976	AIR QUALITY SPECIALIST I	0.91%	0.00%	0.00%	0.00%
0979	AIR QUALITY SPECIALIST II	0.91%	0.00%	0.00%	0.00%
0980	AIR QUALITY SPECIALIST III	0.91%	0.00%	0.00%	0.00%
0712	AIRPORT OPERATIONS SUPERVISOR	0.10%	0.00%	0.00%	0.00%
4070	AQUATIC SPECIALIST	3.95%	0.00%	3.00%	3.00%
0393	ASSESSMENT PROCESS SUPERVISOR	0.75%	0.00%	0.00%	0.00%
5066	BRIDGE SUPERVISOR I	5.58%	0.00%	0.00%	0.00%
5068	BRIDGE SUPERVISOR II	1.50%	0.00%	0.00%	0.00%
5061	BRIDGE WORKER I	2.00%	0.00%	0.00%	0.00%
5063	BRIDGE WORKER II	2.00%	0.00%	0.00%	0.00%
1533	CADAstral MAPPING SUPERVISOR	1.10%	0.00%	0.00%	0.00%
1530	CADAstral MAPPING TECH I ALT	1.11%	0.00%	0.00%	0.00%
1531	CADAstral MAPPING TECH II	1.11%	0.00%	0.00%	0.00%
2319	CHIEF THERAPIST CTP	3.00%	0.00%	0.50%	0.00%
0582	CHILD SUPPORT OFFICER I	0.04%	0.00%	0.00%	0.00%
0011	CLERICAL TRAINEE	1.54%	0.00%	0.00%	0.00%
0001	CLERK TYPIST I	1.30%	0.00%	0.00%	0.00%
0002	CLERK TYPIST II	1.48%	0.00%	0.00%	0.00%
1192	CODE ENFORCEMENT INSPECTOR II	0.04%	0.00%	0.00%	0.00%
1194	CODE ENFORCEMENT SUPERVISOR	4.80%	0.00%	0.00%	0.00%
0491	COLLECTION AGENT I	0.09%	0.00%	0.00%	0.00%
9110	COMMUNITY DEVELOPMENT ASSISTAN	0.69%	0.00%	0.00%	0.00%
9109	COMMUNITY DEVELOPMENT SPECIALI	3.00%	0.00%	3.00%	1.63%
3393	COMMUNITY SERVICES OFFICER	3.00%	0.00%	0.70%	0.00%
0114	COMPUTER SUPPORT TECHNICIAN	2.79%	0.00%	0.00%	0.00%
0069	DEP PUBLIC ADMIN/GUARD/CONSERV	0.80%	0.00%	0.00%	0.00%
0147	DEPT INFORMATION SPECIALIST	0.44%	0.00%	0.00%	0.00%
1137	DEPUTY AGRICULTRUAL COMMISSION	3.00%	0.00%	3.00%	0.68%
3391	DETENTION ASSISTANT	3.90%	0.00%	3.00%	3.00%
0211	DOCUMENT RECORDER I	1.70%	0.00%	0.00%	0.00%
0265	ELECTION REGISTRATION SUPV	0.45%	0.00%	0.00%	0.00%
0267	ELECTION SERVICES SUPERVISOR	0.45%	0.00%	0.00%	0.00%
2661	EMER MED SERVICES SPECIALIST	0.10%	0.00%	0.00%	0.00%
3036	EMPL & TRG COUNS I	0.85%	0.00%	0.00%	0.00%
3038	EMPL & TRNG COORD	0.80%	0.00%	0.00%	0.00%
3037	EMPL & TRNG COUNS II	0.80%	0.00%	0.00%	0.00%
9127	EMPLOYMENT HOUSING COUNSELOR	3.00%	0.00%	3.00%	0.90%
1001	ENGINEERING AIDE	0.99%	0.00%	0.00%	0.00%

1005	ENGINEERING TECHNICIAN I	1.10%	0.00%	0.00%	0.00%
1006	ENGINEERING TECHNICIAN II	1.09%	0.00%	0.00%	0.00%
0988	ENVIROMENTAL SPECIALIST	0.12%	0.00%	0.00%	0.00%
1272	EVENTS AIDE	5.00%	0.00%	5.00%	2.10%
1275	EVENTS SERVICES SUPERVISOR	3.60%	0.00%	0.00%	0.00%
2103	FORENSIC ASSISTANT	0.08%	0.00%	0.00%	0.00%
1221	GEOGRAPHIC INFO TECH I	0.40%	0.00%	0.00%	0.00%
1222	GEOGRAPHIC INFO TECH II	0.44%	0.00%	0.00%	0.00%
0232	GRAPHICS DESIGNER PHOTOGRAPHER	0.05%	0.00%	0.00%	0.00%
9119	HOUSING ASSISTANT	0.69%	0.00%	0.00%	0.00%
9129	HOUSING REHABIL SPEC-PROJECT	1.15%	0.00%	0.00%	0.00%
9112	HOUSING REHABILITATION SPECIAL	1.15%	0.00%	0.00%	0.00%
9130	HOUSING REHABILITATION SUPERVI	3.00%	0.00%	3.00%	1.63%
3351	HUMAN SERVICES AIDE I	3.00%	0.00%	2.30%	0.00%
3352	HUMAN SERVICES AIDE II	2.50%	0.00%	2.70%	0.00%
4320	HUNTER AND TRAPPER	3.00%	0.00%	3.00%	0.90%
0153	INFO TECHNOLOGY ANALYST I	0.47%	0.00%	0.00%	0.00%
0152	INFO TECHNOLOGY ANALYST II	0.39%	0.00%	0.00%	0.00%
0154	INFO TECHNOLOGY ANALYST III	0.44%	0.00%	0.00%	0.00%
3986	INMATE SERVICES PARALEGAL	1.00%	0.00%	0.00%	0.00%
2101	LABORATORY AIDE	3.00%	0.00%	0.04%	0.00%
2102	LABORATORY ASSISTANT	0.13%	0.00%	0.00%	0.00%
9113	LEASE NEGOTIATOR/INSPECTOR	1.15%	0.00%	0.00%	0.00%
0048	LEGAL PROCESSOR	1.48%	0.00%	0.00%	0.00%
0020	LEGAL SECRETARY I	0.10%	0.00%	0.00%	0.00%
2005	LICENSED VOCATIONAL NURSE I	3.00%	0.00%	1.54%	0.00%
2007	LICENSED VOCATIONAL NURSE II	3.00%	0.00%	1.60%	0.00%
0305	MAIL CLERK	1.52%	0.00%	0.00%	0.00%
5050	MAINTENANCE SUPERVISOR I	5.41%	0.00%	0.00%	0.00%
5051	MAINTENANCE SUPERVISOR II	1.30%	0.00%	0.00%	0.00%
0318	MATERIALS EQUIPMENT SPECIALIST	0.40%	0.00%	0.00%	0.00%
0310	MATERIALS HANDLER	0.40%	0.00%	0.00%	0.00%
2261	MEDICAL RECORD CLERK I	3.00%	0.00%	1.50%	0.00%
2262	MEDICAL RECORD CLERK II	3.00%	0.00%	1.50%	0.00%
2263	MEDICAL RECORD CLERK III	3.00%	0.00%	1.50%	0.00%
2252	MEDICAL RECORD TECHNICIAN	3.00%	0.00%	1.54%	0.00%
2264	MEDICAL RECORDS CODER	3.00%	0.00%	1.54%	0.00%
0534	MEDICAL SECRETARY	3.00%	0.00%	3.00%	1.05%
2467	MENTAL HEALTH ASSISTANT II	0.11%	0.00%	0.00%	0.00%
2462	MENTAL HEALTH TRAINEE	3.00%	0.00%	3.00%	1.00%
2000	NURSING ASSISTANT	3.00%	0.00%	1.73%	0.00%
0007	OFFICE SUPPORT SUPERVISOR	3.00%	0.00%	3.00%	1.92%
4401	PARK AIDE	5.00%	0.00%	5.00%	3.99%
1251	PARK PLANNER I	2.96%	0.00%	0.00%	0.00%
1253	PARK PLANNER II	2.96%	0.00%	0.00%	0.00%
4404	PARK RANGER TRAINEE	3.00%	0.00%	1.00%	0.00%
5412	PARKS GROUNDS MAINT SUPERVISOR	3.00%	0.00%	0.65%	0.00%
0550	PERMIT SPECIALIST	3.00%	0.00%	3.00%	1.30%
1201	PLANNER I	3.00%	0.00%	0.00%	0.00%
1202	PLANNER II	2.96%	0.00%	0.00%	0.00%
1203	PLANNER III	3.00%	0.00%	2.32%	0.00%
1200	PLANNING TECHNICIAN	2.98%	0.00%	0.00%	0.00%
3220	PROBATION ASSISTANT	7.00%	0.00%	7.00%	6.45%
0121	PROGRAM ANALYST TRAIN PROJ	0.10%	0.00%	0.00%	0.00%
0128	PROGRAMMER ANALYST TRAINEE	0.10%	0.00%	0.00%	0.00%

2091	PSYCHIATRIC NURSE	2.00%	0.00%	2.00%	0.00%
3371	PUBLIC HEALTH AIDE I	0.95%	0.00%	0.00%	0.00%
2605	PUBLIC HEALTH INVESTIGATOR	0.05%	0.00%	0.00%	0.00%
9106	REDEVELOPMENT ASSOCIATE	3.00%	0.00%	2.33%	0.00%
0228	REPROGRAPHICS SUPERVISOR	0.05%	0.00%	0.00%	0.00%
0227	REPROGRAPHICS TECHNICIAN III	0.03%	0.00%	0.00%	0.00%
5370	RESIDENTIAL SERVICE WORKER	0.12%	0.00%	0.00%	0.00%
1122	SENIOR AG PROGRAM ASSISTANT	2.00%	0.00%	0.00%	0.00%
0264	SENIOR ELECTION CLERK	0.35%	0.00%	0.00%	0.00%
0990	SENIOR ENVIROMENTAL SPECIALIST	2.50%	0.00%	0.00%	0.00%
9111	SENIOR LEASE NEGOTIATOR/INSPEC	3.00%	0.00%	0.50%	0.00%
5507	SENIOR MARINA ATTENDANT	2.05%	0.00%	0.00%	0.00%
0009	SENIOR OFFICE SUPPORT SUPERVISOR	3.00%	0.00%	3.00%	2.09%
0070	SENIOR PUB ADMIN/GUARD/CONSERV	0.90%	0.00%	0.00%	0.00%
0743	SENIOR SIMULCAST ATTENDANT	8.50%	0.00%	8.00%	8.00%
0312	SENIOR STOREKEEPER	0.46%	0.00%	0.00%	0.00%
0742	SIMULCAST ATTENDANT	8.00%	0.00%	7.30%	7.00%
3010	SOCIAL SERVICE SUPERVISOR I	0.80%	0.00%	0.00%	0.00%
3011	SOCIAL SERVICE SUPERVISOR II	0.64%	0.00%	0.00%	0.00%
3001	SOCIAL SERVICE WORKER I	0.80%	0.00%	0.00%	0.00%
3002	SOCIAL SERVICE WORKER II	0.83%	0.00%	0.00%	0.00%
3003	SOCIAL SERVICE WORKER III	0.80%	0.00%	0.00%	0.00%
3353	SOCIAL WORK ASSISTANT	3.00%	2.00%	0.09%	0.00%
0428	SPECIAL ASSESSMENT SUPERVISOR	1.40%	0.00%	0.00%	0.00%
9107	SPECIAL PROJECT COORDINATOR	3.00%	0.00%	3.00%	1.64%
1126	SR AG BIOLOGISTSTANDARD SPEC	2.00%	0.00%	0.00%	0.00%
1193	SR CODE ENFORCEMENT INSPECTOR	0.05%	0.00%	0.00%	0.00%
1223	SR GEOGRAPHIC INFO TECH	0.40%	0.00%	0.00%	0.00%
0109	SR SYSTEMS SUPPORT TECHNICIAN	2.80%	0.00%	0.00%	0.00%
2011	STAFF NURSE I	5.00%	0.00%	3.20%	0.00%
2012	STAFF NURSE II	2.00%	0.00%	2.00%	0.00%
0311	STOREKEEPER	0.39%	0.00%	0.00%	0.00%
3392	SUPERVISING DETENTION ASST	4.00%	0.00%	3.03%	3.00%
0206	SUPERVISING MICROGRAPHIC TECH	1.70%	0.00%	0.00%	0.00%
1401	SUPERVISING PLANNER	1.70%	0.00%	0.00%	0.00%
2570	SUPERVISING PUBLIC HEALTH NURS	3.00%	0.00%	0.52%	0.00%
3039	SUPV EMP & TRNG COUN	0.80%	0.00%	0.00%	0.00%
3032	SUPV EMP & TRNG SPEC	2.50%	0.00%	0.00%	0.00%
1920	SUPV NURSE PRACT/PHYS ASSISTAN	3.00%	0.00%	2.63%	0.00%
0118	SYSTEMS SOFTWARE ANALYST	0.06%	0.00%	0.00%	0.00%
0117	SYSTEMS SOFTWARE ANALYST-PROJ	0.06%	0.00%	0.00%	0.00%
0105	SYSTEMS SUPPORT TECH TRAINEE	2.87%	0.00%	0.00%	0.00%
0107	SYSTEMS SUPPORT TECHNICIAN	2.79%	0.00%	0.00%	0.00%
0098	TELEPHONE OPERATOR	1.40%	0.00%	0.00%	0.00%
9118	TENANT SERVICES REPRESENTATIVE	0.70%	0.00%	0.00%	0.00%
9114	TENANT SERVICES SUPERVISOR	0.65%	0.00%	0.00%	0.00%
5076	TRAFFIC MAINT SUPERVISOR I	5.41%	0.00%	0.00%	0.00%
5078	TRAFFIC MAINT SUPERVISOR II	1.30%	0.00%	0.00%	0.00%
1009	TRAFFIC SIGNAL TECHNICIAN	0.06%	0.00%	0.00%	0.00%
1372	TRANSIT SPECIALIST I	1.08%	0.00%	0.00%	0.00%
1374	TRANSIT SPECIALIST II	1.10%	0.00%	0.00%	0.00%
0604	VETERANS CLAIMS WORKER I	2.60%	0.00%	0.00%	0.00%
0606	VETERANS CLAIMS WORKER II	2.64%	0.00%	0.00%	0.00%
0608	VETERANS CLAIMS WORKER III	2.60%	0.00%	0.00%	0.00%
4200	VICTIM WITNESS ADVOCATE	0.77%	0.00%	0.00%	0.00%

5185	WASTE MANAGEMENT SPECIALIST I	1.08%	0.00%	0.00%	0.00%
5186	WASTE MANAGEMENT SPECIALIST II	1.08%	0.00%	0.00%	0.00%
5087	WATER AGENCY LEAD MAINTENANCE	2.20%	0.00%	0.00%	0.00%
5080	WATER AGENCY MAINT WORKER I	2.30%	0.00%	0.00%	0.00%
5082	WATER AGENCY MAINT WORKER II	2.30%	0.00%	0.00%	0.00%
5086	WATER AGENCY MAINT WORKER III	2.30%	0.00%	0.00%	0.00%
0320	YARD CLERK	0.60%	0.00%	0.00%	0.00%

APPENDIX C

Definition of Wellness Benefit, Article 11.2.1

Up to \$100 of Tuition and Textbook reimbursement per year is available for:

1. 100% reimbursement of regular physical fitness program costs up to the maximum allowed above.
2. 100% reimbursement of weight reduction and smoking cessation program (including patches) costs up to the maximum allowed above.

EXCLUSIONS:

1. Physical fitness or athletic equipment.
2. Lockers and locks.
3. Food or food supplements.
4. Recreation/sports lessons.
5. Residential dietary/weight-loss programs.
6. Personal trainers.
7. Entry, initiation or league fees.

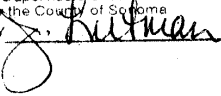
Reimbursement for these wellness expenses is considered taxable income.

Resolution

CORRECT COPY OF THE ORIGINAL
ON FILE IN THIS OFFICE.

#46

ATTEST: JUL 24 2002

EVEE T. LEWIS,
County Clerk & ex-officio Clerk of the Board
of Supervisors of the State of California, in &
for the County of Sonoma
BY:  DEPUTY

RM:JS:mm
Resolution No. 02-0786
County Administration Center
Santa Rosa, CA 95403

Date: July 23, 2002

CONCURRENT RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF SONOMA, THE BOARD OF DIRECTORS OF THE SONOMA COUNTY WATER AGENCY, THE BOARD OF DIRECTORS OF THE NORTHERN SONOMA COUNTY AIR POLLUTION CONTROL DISTRICT AND THE BOARD OF DIRECTORS OF THE COMMUNITY DEVELOPMENT COMMISSION APPROVING A MEMORANDUM OF UNDERSTANDING WITH THE SERVICE EMPLOYEES INTERNATIONAL UNION (SEIU), LOCAL 707, EFFECTIVE JULY 23, 2002, THROUGH JUNE 30, 2008 (FY 2002-2008).

WHEREAS, SEIU, Local 707, is a recognized employee organization; and

WHEREAS, SEIU, Local 707 requested to meet and confer with representatives of the County to negotiate a successor Memorandum of Understanding to the 1999-2002 Memorandum of Understanding; and

WHEREAS, SEIU, Local 707 and the County's negotiators have reached tentative agreement on the terms of a successor Memorandum of Understanding; and

WHEREAS, the terms and conditions of the tentatively agreed upon 2002-08 Memorandum of Understanding are within the prescribed authority of the above Boards; and

WHEREAS, the County has satisfied its obligation to meet and confer under Government Code Section 3505 and the County Employee Relations Policy.

NOW, THEREFORE, BE IT RESOLVED that the above Boards hereby approve the Memorandum of Understanding between the County of Sonoma and SEIU, Local 707, subject to ratification by the SEIU Local 707 membership, which is incorporated by reference herein for the County of Snoma and on file with the Clerk; and

BE IT FURTHER RESOLVED that the terms and conditions of the Memorandum of Understanding for fiscal years 2002-03, 2003-04, 2004-05, 2005-06, 2006-07, 2007-08, shall be in full force and effect from and including June 23, 2002, except as specified otherwise in the Memorandum of Understanding; and

BE IT FURTHER RESOLVED that it is not the intent of these Boards in approving this Memorandum of Understanding to change, modify or repeal in any way any of the existing rules of the Sonoma County Civil Service Commission nor to diminish or remove from the Commission any of its jurisdiction under Ordinance No. 305-A or the Commission's Rules adopted thereunder; and

SUPERVISORS/DIRECTORS:

The Position of First District Supervisor is Vacant

VACANT: _____ Smith: aye Kelley: absent Reilly: aye Kerns: aye

Ayes: 3 Noes: _____ Absent: 1 Abstain: _____

SO ORDERED.

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.

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**COUNTY OF SONOMA
HUMAN RESOURCES DEPARTMENT**

575 Administration Drive, Suite 116B
Santa Rosa, CA 95403
(707) 565-2331
Fax (707) 565-3770
www.sonoma-county.org

RAY MYERS
Director of Human
Resources

JOANNE SIDWELL
Employee Relations Manager

LINDA JENKINS
EEO Manager

GARY WILKENING
Recruitment & Classification
Manager

**SEIU local 707/County of Sonoma
LETTER OF AGREEMENT**

SUBJECT: Bilingual Issues

The County and the Union agree to establish a committee to address workload and other issues specific for staff in designated bilingual positions. This committee will begin meeting no later than September 1, 2002.

For the County

Date: 6/28/02

For the Union

Date: 6/28/2002

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5/24/02

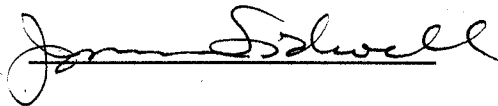
**LETTER OF AGREEMENT
BETWEEN
COUNTY OF SONOMA & SEIU LOCAL 707**

SUBJECT: Career Development Programs

Union and County representatives will meet quarterly for the first year of this Memorandum of Understanding to discuss and recommend career development programs. Additional meetings may be scheduled upon mutual agreement. If a meeting occurs during an employee union representative's regular work schedule, the employee will attend without loss of regular pay and benefits.

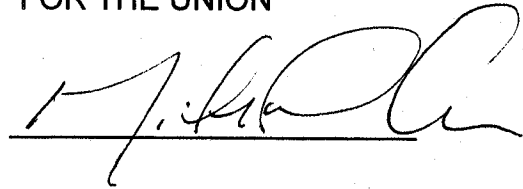
TENTATIVE AGREEMENT:

FOR THE COUNTY



Date: 7/16/02

FOR THE UNION



Date: 7/15/2002

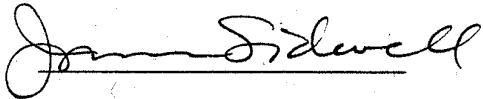
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LETTER OF AGREEMENT
BETWEEN
SEIU LOCAL 707 & COUNTY OF SONOMA

The following describes the County's commitment regarding classification study requests:

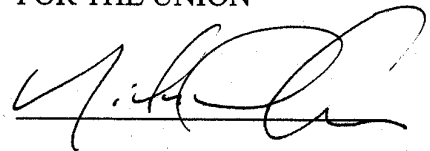
1. Current Work Plan: The attached work plan dated July 8, 2002, specifies target dates for completion of classification studies. If are not completed within 60 days of the specified dates, representatives of the County and the Union will meet and confer regarding the work plan.
2. Future Projects: Human Resources will designate a gatekeeper to establish future classification work plans, monitor classification study process timelines and keep the union apprised of progress.
3. Performance Standards: Within 45 days of ratification of the SEIU successor MOU, representatives of the Union and the County will meet to develop further performance standards and/or criteria for the classification study process.
4. The Union and the County will discuss whether and in what cases compensation may be appropriate for employees working outside their current job class duties.

FOR THE COUNTY



Date: July 16, 2002

FOR THE UNION



Date: July 15, 2002

Attachment - Classification Workload Summary 7/8/02

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CLASSIFICATION WORKLOAD SUMMARY
(July 8, 2002)

<u>Study</u>	<u>Assigned to</u>	<u>Priority</u>	<u>Draft Report Completed</u>	<u>Estimated CSC Date</u>
1. Building Inspector (PRMD)	Don Rae	(1)	7/3	7/18
2. Clerk Typist I/II/III	Don Rae	(1)	7/3	7/18
3. Clerk Typist Classes (DA)	Don Rae	(1)	6/28	7/18
4. Account Clerks (DA)	Don Rae	(1)	6/28	7/18
5. Communication Technician (ISD)	Anna McAtee	(1)	6/28	7/18
6. Country-wide ASO Study	Don Rae	(1)	7/4	7/18
7. Public Health Nurse Series (Health)	CPS	(1)	7/15	8/15
8. Mental Health Assistant Series (Health)	CPS	(1)	7/15	8/15
9. Health Information Series (Health)	CPS	(1)	7/15	8/15
10. Legal Processor Series (Probation)	Don Rae	(2)	7/19	8/1
11. Probation Officer II (Probation)	Gary Wilkening	(2)	8/1	8/15
12. Assessment Class Probation Period (Assessor)	Gary Wilkening	(3)	8/1	8/15
13. Victim-Witness Program (Probation/DA)	Lonnie Hayhurst	(1)	7/19	8/15
14. Building Mechanic II (GS)	Anna McAtee	(2)	7/19	8/15
15. Registrar of Voters Division	Don Rae	(2)	7/1	8/1
16. Fleet Operations Reorganization (GS)	Gary Wilkening	(2)	7/19	8/15
17. (2) Clerk Typist II (Human Services)	Sally Brian	(2)	7/19	8/1
18. Special District Coordinator (PW)	Don Rae	(3)	8/1	8/15
19. Account Clerk III (PRMD)	Anna McAtee	(3)	7/19	8/1
20. * (3) Simulcast Attendant (Fair)	Gary Wilkening	(2)	6/20	----
21. Building Events Worker (Parks)	Don Rae	(2)	7/19	8/15
22. Teen Parent Classes (Health Services)	Sally Brian	(2)	7/19	8/1
** 23. Eligibility Worker II (Human Services)	Sally Brian	(3)	7/19	8/1
24. (2) Social Service Worker III (Human Services)	Sally Brian	(3)	7/26	8/15
25. Office Staff (EDB)	Gary Wilkening	(3)	7/26	8/15
26. Administrative Aide (Parks)	Don Rae	(3)	7/26	8/15
27. Painter (GS)	Anna McAtee	(3)	7/26	8/15
28. Maintenance Worker & Related Classes (P)	Don Rae	(3)	7/26	8/15
29. Accountant II (Parks)	Sally Brian	(3)	7/26	8/15
30. (12) Dept Information Specialist (Human Svcs)	CPS	(1)	10/7	11/7
31. Nursing Assistant/MFCC Class Specs (Health)	Gary Wilkening	(3)	8/15	9/5
32. Youth Supervisor Series (Probation/Human Svcs)	CPS	(1)	6/19	9/5
*33. CDC Class Specs	Gary Wilkening/Anna McAtee	(3)	8/20	9/20

* Board of Supervisors has jurisdiction, not the Civil Service Commission

** May be withdrawn

NEW STUDIES REQUESTED
(July 8, 2002)

	<u>Date Requested</u>	<u>Job Class</u>	<u>Department</u>	<u>Requesting Party</u>
1.	12/11/01	(2) Department Analysts	Office of Comm.	Dept. Head
2.	1/25/02	(?) Engineering Technician III	Trans. & P. W.	SEIU
3.	3/1/02	(1) Account Clerk III	Sheriff-Coroner	Dept. Head
4.	4/22/02	(1) Water Agency Public Info. Offr. (1) Water Conservation Coordinator (3) Water Agency Info. Specialist (4) Water Conservation Specialist	Water Agency	Dept. Head
5.	5/13/02	(8) Dep. D. A. III	District Attorney	Pros. Assoc.
6.	5/22/02	(1) Account Clerk (1) Department Analyst (1) Executive Secretary (1) Legal Processor II (1) Secretary	County Clerk/ Recorder/ Assessor	Dept. Head
7.	6/17/02	(1) Executive Secretary	Sheriff-Coroner	Dept. Head
8.	6/24/02	(3) Accountant/Auditor I/II	Auditor/Controller	Dept. Head
9.	6/20/02	(2) Deputy County Counsel IV to Chief Deputy County Counsel	County Counsel	Dept. Head

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SEIU Local 707 and County of Sonoma Letter of Agreement

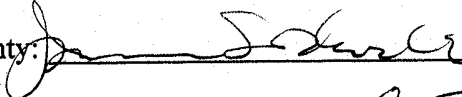
SUBJECT: Referral to Countywide Joint Labor Management Committee of Extra Help Issues related to Civil Service Rules

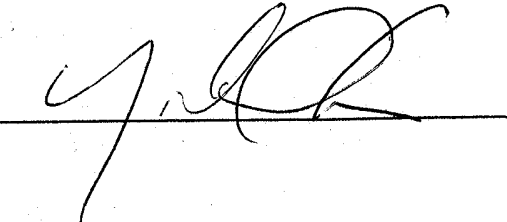
SEIU and the County agree to refer certain extra help concerns to the Countywide Joint Labor Management Committee (CWJLMC) and request that a subcommittee of the CWJLMC be created within 60 days of the effective date of the new contract. This subcommittee will gather and analyze information and make recommendations on the following extra help issues:

- 1) Gain a mutual understanding regarding the use of extra help employees, and
- 2) Review the Civil service definitions of extra help employees in an attempt to resolve the parties' differences of interpretation, and
- 3) Explore potential mutual benefits of redefining the extra help Civil Service definitions (currently five types of extra help employees) and/or adding a definition for part-time intermittent permanent employees, and
- 4) Explore potential mutual benefits of improved opportunities for valuable extra help employees to gain permanent status, if employee desires..

The parties agree they will make a good faith effort to resolve the above issues as soon as possible and no later than April 30, 2003.

After this date, if either party feels the resolution efforts are at an impasse or not progressing satisfactorily, both parties recognize each is free to independently approach the Civil Service Commission.

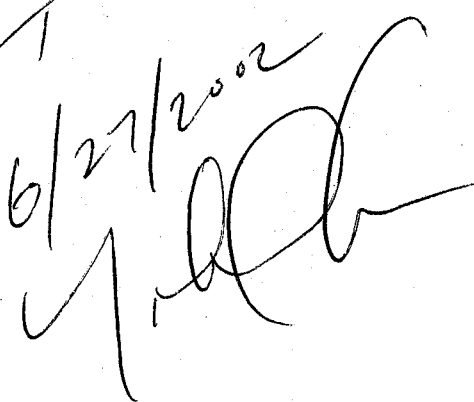
Date: 6/27/02 For the County: 

Date: 6/27/2002 For SEIU Local 707: 

Side Letter

The County and the Union agree that there will be an additional two cents (2), (one cent contributed by Employer and one cent by Employee) for each hour worked by bargaining unit employees. The funds collected shall be deposited into the fund described in Article 17.9.

No contribution shall be made until the Housing Assistance Committee has developed additional programs for benefits related to housing for the SEIU represented County workforce that is agreeable to SEIU and the County.

T A
6/27/02


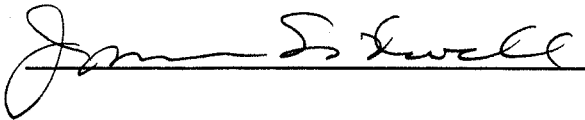
Jan Skovell
6/27/02

SEIU Local 707/County of Sonoma
LETTER OF AGREEMENT

SUBJECT: Legal Processors Assigned to MADF

In the third year of this agreement, the parties agree to reopen to review the issue of Legal Processor contact with inmates at the Main Adult Detention Facility (MADF). The parties will gather data from other comparable counties to determine how the market may compensate for the same/comparable levels of contact.

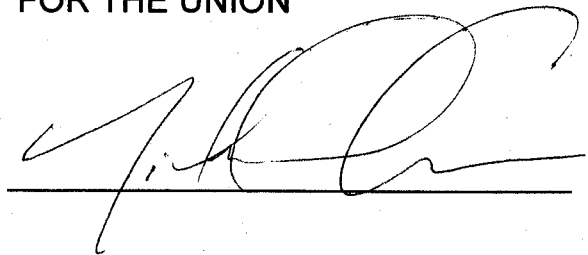
FOR THE COUNTY



James S. Swell

Date: July 30, 2002

FOR THE UNION



[illegible signature]

Date: July 30, 2002


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SEIU Local 707/County of Sonoma
LETTER OF AGREEMENT

SUBJECT: Supervisory Unit - Additional Leave

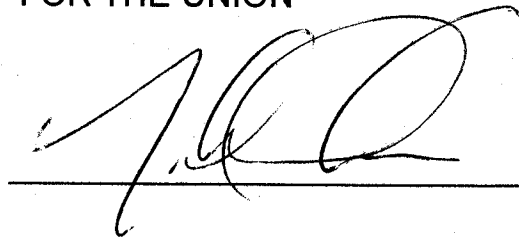
In the second year of this agreement, the parties agree to survey comparison counties and to reopen discussions regarding greater leave for supervisory classes.

FOR THE COUNTY



Date: 7/30/02

FOR THE UNION



Date: 8/1/02

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LETTER OF AGREEMENT

COUNTY OF SONOMA & SEIU LOCAL 707

SUBJECT: RETIREMENT

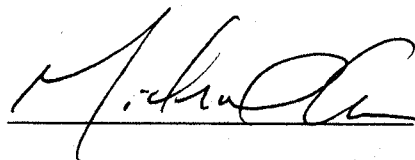
The parties agree that in the sixth year of this agreement, the County will obtain actuarial data on costs related to the maintenance of retiree purchasing power and/or an on-going cost of living adjustment (COLA), in preparation for successor agreement negotiations.

FOR THE COUNTY



Date: 7/16/02

FOR THE UNION



Date: 7/15/2002

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