

NAPA COUNTY
SEIU 1021/PSE

JULY 31, 2007

SUMMARY OF TENTATIVE AGREEMENTS

PREAMBLE

IT IS HEREBY AGREED by and between the County of Napa, hereinafter referred to as "County" and the Napa Association of Public Employees, SEIU, Local 614 1021, hereinafter referred to as "Union," acting pursuant to and in compliance with the terms and provisions of section 3500 et seq. of the Government Code of the State of California, that the following terms and conditions shall be applicable to the employees in the bargaining unit represented by the Union.

3.0 TERM

3.1 This Memorandum of Understanding becomes effective when all the conditions of Article 2.0 (Implementation and Compliance) are met and shall remain in full force and effect from June 30, 2007 ~~July 3, 2004~~, except where specified otherwise, to and including June 26, 2009 ~~June 29, 2007~~, and from year to year thereafter provided, however, either party may serve written notice and initial proposals on the other not later than eighteen (18) Mondays before the expiration date ~~March 5, 2007~~, of its desire to terminate or amend this Memorandum of Understanding.

4.0 LABOR MANAGEMENT COMMITTEE

4.1 The parties agree to create a joint labor-management committee to encourage open communication, promote harmonious labor relations, and resolve matters of mutual concern. The committee will be governed by the following principles:

- (a) It will meet at least once per month or more often by mutual agreement by the parties.
- (b) The agenda for each meeting will be submitted five (5) working days in advance of the meeting, unless otherwise mutually agreed by the parties.
- (c) The County will release up to a total of six (6) employees, from both units combined, as officially designated union representatives, which will include representatives from each bargaining unit, for attendance at the meetings.
- (d) ~~Commencing within thirty (30) days after ratification of the Memorandum of Understanding, the Committee will address the following issues which arose during negotiation for~~ The parties agree to address issues identified in tentative agreements leading to this Memorandum of Understanding:

- ~~(i) — Alternative Work Schedule;~~
- ~~(ii) — Probationary period notification;~~
- ~~(iii) — Leave Requests;~~

- ~~(iv) Bilingual Premium Pay; and~~
- ~~(v) Flexible Spending Accounts~~

~~4.2 The Labor Management Committee will meet and confer and endeavor to resolve these issues by March 1, 2005, unless extended by mutual agreement. The issues outlined in subsection (d) are not grievable. However, failure to follow the procedures outlined in subsections (a) through (c) are subject to review under the Meyers Milius Brown Act and the County's Employer-Employee Relations Resolution. The parties agree to limit the applicability of the County's Employer-Employee Relations Resolution to mediation as it relates to impasse and resolution procedures.~~

5.0 SUCCESSOR NEGOTIATIONS

5.1 It is understood and agreed by the parties that if the provisions of this Memorandum of Understanding are renegotiated jointly under the provisions of Article 3.0 (Term), there shall be up to a total of **eight (8)** ~~six (6)~~ representatives from the Supervisory Public Services Employee unit and the Public Services Employee unit.

10.3 Employee Right to Representation

The employee has the right to assistance of a representative in the preparation of a written grievance and to be represented ~~in formal~~ **at each** grievance meeting as described in Article 10.8 (Processing of Grievances).

10.8 Processing of Grievances

The following procedure shall be followed by an employee submitting a grievance pursuant to this policy:

(a) **Informal** Grievance to Immediate Supervisor - Step 1

Within ~~ten (10) workdays~~ **fourteen (14) calendar days** from the occurrence of the matter on which the grievance is based, or within ~~ten (10) workdays~~ **fourteen (14) calendar days** from the time the grieving party would reasonably be expected to know of the occurrence, the grieving party shall present the grievance ~~form~~ **orally** to the immediate supervisor.- Within ~~ten (10) workdays~~ **fourteen (14) calendar days**, the supervisor shall hear **discuss** the grievance **with the grieving party** and give his/her ~~written~~ **oral** decision to the grieving party. However, if the employee cannot present the grievance to his/her immediate supervisor he/she may present it to the next superior above the immediate supervisor, without further delay or waiting.

(b) **Written** Grievance to Department Head – Step 2

If the grieving party is dissatisfied with the resolution at the previous step, he or she may, within ~~ten (10) workdays~~ **fourteen (14) calendar days** of date of receipt, present the grievance in writing to the department head. Within ~~ten (10) workdays~~ **fourteen (14) calendar days** after receipt of the

grievance, the department head or designee shall hold a hearing and render a written final decision to the grieving party with a copy to Human Resources.

(c) Grievance to Human Resources Director – Step 3

Within ~~ten (10) workdays~~ **fourteen (14) calendar days** from the receipt of the written decision of the Department Head or designee, the grieving party may submit the grievance to the Human Resources Director. Unless additional time is determined to be needed by the Human Resources Director, within thirty (30) ~~workdays~~ **calendar days** from date of receipt of the grievance, the Human Resources Director shall hear and render a written decision. The decision of the Human Resources Director shall be final on disciplinary actions involving a letter of reprimand.

(d) Binding Arbitration – Step 4

(i) For a grievance to be arbitrable, it must involve a disagreement over the interpretation, application, or compliance with the terms of the Memorandum of Understanding, or involve a disciplinary action of a permanent employee. Arbitration of a grievance shall be limited to the formal grievance as originally filed by the employee to the extent the grievance has not been satisfactorily resolved.

(ii) Within ~~(10) workdays~~ **fourteen (14) calendar days** from receipt of the decision of the Human Resources Director, the grieving party may request arbitration as follows:

Mediation by Mutual Agreement

Prior to an arbitration hearing, the parties, by mutual agreement, may request the assistance of a mediator from the State Mediation and Conciliation Service (SMCS) 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 settlement proposals nor concessions agreed to or offered during mediation shall be admissible at a subsequent hearing. Mediation can only be triggered by the request for arbitration provided for herein. If the parties agree, a mediator not provided by the SMCS may be used. If mediation proves unsatisfactory, due to any reason for either party, the Human Resources Director shall proceed with the arbitration process based on the original request, and as described below.

If both parties agree, the matter can be referred to a mutually acceptable arbitrator. If the parties are unable to agree on an arbitrator within ~~fifteen (15) working~~ **twenty-one (21) calendar** days from date of request, a list of five (5) arbitrators shall be requested by the Human Resources Director from the State Mediation and Conciliation Service. Within five (5) ~~working~~ **seven (7) calendar** days after receipt of the list and notification of the Union, the parties shall meet to select the arbitrator. The parties shall alternately strike one name from the list until one arbitrator's name remains. The question of which party shall strike the first name shall be determined by a flip of a coin with the winner exercising the option of striking first or second.

Unless the time limits contained in this provision are extended by mutual agreement, the party who does not abide by the time limits shall be considered in default and the other party shall be permitted to unilaterally select the arbitrator.

(iii) Any fees or expenses of the arbitrator, including the cost of the original transcript, if any, shall be shared equally by the parties involved. All other expenses including, but not limited to, fees for witnesses, and similar costs incurred by the parties during such arbitration will be the responsibility of the party incurring the cost.

(iv) The decision of the arbitrator shall be binding and shall not add to, subtract from, or otherwise modify, the terms and conditions of the Memorandum of Understanding unless agreed to by the parties.

11.1 Inspection of Personnel Files

An employee, or his/her Union representative with the written consent of the employee, may inspect that employee's personnel file with the exception of all material obtained from other employers and agencies at the time the employee was hired, **and the exception of all materials described under LC Sec 1198.5.**

11.5 Merit/Step Increases and Timeliness of Performance Evaluations

~~(a) Beginning in October 2004 and continuing through June 2005, Human Resources will generate monthly reports indicating how many performance evaluations relating to step or merit increases are due and how many are late. These reports will be shared with the Union on a monthly basis. A performance evaluation will be considered late if (a) the delay is not the result of an employee's failure to complete it, and (b) the evaluation is not submitted to Human Resources by the Department in time to implement the increase.~~

~~(b) During the first week of July 2005, the County will review all the reports through June 2005. If, on average, more than five percent (5%) of the performance evaluations relating to step or merit increases are late, then the County will implement the following practice: Employees due a step or merit increase whose evaluations are late will receive the increase automatically.~~

14.0 STEWARDS

14.1 The Union may have up to ~~thirty-five (35)~~ **forty (40)** stewards from ~~these~~ **this** units, each of whom must be employees of ~~these~~ **this** units. The Union shall not appoint any employees serving an initial probationary period. ~~In June 2005, upon a reasonable showing of need, the parties will meet and confer about whether the number of stewards should be increased to no more than forty (40).~~ **The Union agrees to limit the number of stewards per department as follows:**

Agricultural Commission, Cooperative Extension – 1

Child Support – 2

Conservation, Development & Planning – 1

Corrections – 3
County Executive Officer – 2
District Attorney – 1
Environmental Management – 1
General Administration & Finance – 2
Health & Human Services Agency – 11
Library – 2
Probation – 4
Public Defender – 1
Public Works – 5
Sheriff – 1
Floater – 3

During the term of this agreement, the number of stewards in a department may exceed the number specified above as long as the steward(s) exceeding that number were in service as of May 30, 2007. However, in no case will the number of assigned stewards exceed 40 at any time during the duration of this contract. Departments that exceed the allocations listed above cannot add any new stewards until the department is in compliance with this section. There shall be no more than one floater from any department. Nothing herein shall be interpreted that Union stewards are giving up their right to represent employees in departments other than their own.

19.11 Religious Exemption

(a) Any employee who can demonstrate a bona fide religious objection to joining or financially supporting public employee organizations may request an exemption from Article 19.1 (Joining Union; Agency Shop Service Fee). Such employee shall be required to pay a sum equal to the Agency Fee to a non-religious, non-labor charitable fund exempt from taxation under Internal Revenue Code Section 501(c)(3) of Title 26 of the Internal Revenue Code.

(b) Employees claiming a religious exemption shall file a written statement under oath or affirmation with the Union, which identifies the bona fide religious objection and provides in detail that the employee meets all the requirements for claiming the religious exemption. . The County shall not be required to provide payroll deduction services for contributions made in lieu of Agency Fees. The County may, at its discretion, provide deduction services for contributions in lieu of Agency Fees.

PART 3. SALARIES AND OTHER COMPENSATION

20.0 SALARIES

20.1 Effective the first full pay period following ratification of this agreement by the Board Supervisors August 14, 2004, employees whose salaries have not been Y-rated, shall receive a salary increase of 3.2% ~~three point three nine percent (3.39%)~~.

A lump sum payment equal to the value of the increase (3.2%) from July 2007 to the actual date of payment of the wage increase shall be paid equally to all employees who were employed during the entire period, and who remain on the payroll on the date of payment to be prorated based on regularly scheduled hours.

The County will provide the following across-the-board wage/salary adjustments during the fiscal years beginning in 2005 through 2007:

Effective with the first pay period for fiscal year ~~2008/09~~ ~~s 2005/06 and 2006/07,~~ employees whose salaries have not been Y-rated shall receive a salary increase equal to the annual change in the Consumer Price Index (CPI-U) for the San Francisco Bay Area for calendar year 2007, of an amount that is equal to the average of the identified comparable agencies, but in no case shall that amount exceed 5% four point five percent (4.5%) or be lower than 2.5% two percent (2%) as calculated at the grade/step five (5) of the current salary schedule. For any comparison agency that provides only an equity adjustment but no across-the-board wage/salary adjustment for any given year, that comparable agency shall be excluded from the average. The comparison agencies are the counties of Marin, Monterey, Placer, Santa Cruz, Contra Costa, Solano, and Sonoma and the City of Napa.

~~20.2 The salaries for the classification of Public Defender Investigator series will be adjusted from salary table range 269 to 285 and the Senior Public Defender Investigator series will be adjusted from salary table range 285 to 299.~~

The County agrees to conduct a series of special studies including classifications listed below. Approximately half of the classes shall be studied with any changes to be implemented by December 31, 2007. The balance of the classes shall be studies with any changes to be implemented by June 30, 2008. The parties shall reach agreement as to the specific schedule for study lists by mutual agreement no later than thirty (30) days after ratification of this agreement by the Board of Supervisors.

- Employee Program Specialist
- Supervising Account Clerk
- Veterans Services Officer
- Planning Technician
- Building Permit Technician
- Welfare Fraud Investigator series
- Probation Officer series
- Planning Series
- Juvenile Hall Counselors
- Probation Assistants
- Eligibility Workers
- All classes requiring RN license

20.3 (a) ~~Effective August 14, 2004, equity adjustments will be made to the following key classes—Planner II and Administrative Analyst II and associated classifications—provided that the verified date of the comparison agencies shows them to be at least five percent (5%) below the average. The study will be completed by August 20, 2004 and will take into consideration any across the board wage/salary adjustments that were given to the key classes in 2004, including Napa County at three point three nine percent (3.39%). If Solano County has not made any across the board wage/salary adjustments in 2004, it will be excluded from the average.~~

(b) The parties will conduct an equity survey of key classes in comparison agencies as described above. The changes resulting from the survey shall be implemented in January 2009. Each January during the term of this Memorandum of Understanding, if any key class is determined to be more than 3% below the average of the comparable agencies, all classifications within that key class shall receive an equity adjustment equal to an amount that will bring the key class to the average salary for that classification.

20.4 Safety Premium – PERS eligible safety employees in the Juvenile Hall Counselor and Probation Officer series shall receive a 5% premium.

27.0 OVERTIME

27.1 General Provisions

(e) Effective July 1, 2007 the overtime bank which is time code 036 shall be eliminated. Any overtime in that bank at the time of the elimination shall be moved to the CTO bank or paid to the employee in cash as agreed to between the supervisor and the employee. Any disputes in this consolidation shall be resolved by the LMC.

27.5 ~~Compensatory time off earned may be used on a revolving basis and may be carried over from fiscal year to fiscal year. Every effort shall be made by the employee and the department to utilize compensatory time off earned within the fiscal year it is accumulated. All compensatory time off remaining on record on the last day of the fiscal year in which it is accumulated should be taken off no later than the second pay period in October following the fiscal year. A balance of less than eight (8) hours at the end of the fiscal year shall be paid to the employee.~~

27.6 If, during the term of this Memorandum of Understanding, the Legislature or a Court of competent jurisdiction exempts any or all of the employees subject to this Memorandum from FLSA, all such employees shall be compensated for overtime pursuant to this Article and all provisions of this Memorandum of Understanding ~~which have been amended or rescinded due to the applicability of FLSA shall be reinstated automatically.~~

29.4 When standby duty is assigned, the employee shall be compensated at the rate of **two dollars and sixty-five cents (\$2.65)** ~~two dollars and fifty cents (\$2.50)~~ per hour for all standby

compensation, except for weekends and holidays when the rate shall be ~~two dollars and seventy-five cents (\$2.75)~~ of **two dollars and ninety cents (\$2.90)**per hour.

30.0 SPLIT SHIFT

30.1 A split shift shall mean an assigned work shift of eight (8) hours or more accomplished in a period of not less than twelve (12) nor more than twenty-four (24) consecutive hours. An employee shall receive ~~\$.25~~ **seventy five cents (\$.75)** an hour over and above his/her normal hourly rate when working a split shift.

31.0 NIGHT SHIFT

31.1 Employees who work between 6:00 pm and 6:00 am or on any shift defined as “graveyard” shall be paid at the rate of ~~\$1.00~~ **\$1.50** per hour over and above the employee's standard hourly rate. This rate shall apply to overtime hours worked during this time period or shift.

33.0 BILINGUAL PAY

33.1 Any employee qualifying for payment under the County's bilingual pay plan shall receive ~~forty dollars (\$40)~~ per biweekly pay period or pro-rata amount for part-time employees in the same ratio as the part-time status relates to full-time.

1. Level 1 \$40 biweekly

Ability and job-related need to converse in the second language and to read English and translate orally into the second language.

2. Level II - \$60 biweekly

- a. **Ability and job-related need to converse in the second language and to read English and translate orally into the second language, read the second language and translate orally into English, and to write in the second language.**

3. Administrative Instructions

- a. **Payment shall be effective at the beginning of a bilingual assignment rather than at the beginning of the pay period period following testing**
- b. **The County may periodically review positions covered by the bilingual provision to determine the number, location, and/or level of skill required of designated positions**
- c. **The County may require retesting and recertification**
- d. **Bilingual pay may be removed when no longer required of the position or the individual no longer meets fluency requirements**
- e. **Employees shall no longer be eligible for pay when they are on extended Federal or State leave**

37.0 MEAL ALLOWANCE

37.1 Any employee who purchases a meal while attending a work-related meeting or conference shall be reimbursed for the cost of said meal as provided below. If the meeting or conference in question is outside Napa County, the employee shall be reimbursed for the actual cost of the meal so long as it was not feasible for the employee to stay within the meal allowance provided below. Upon request of departmental management, an employee shall be required to provide a receipt for the cost of meals.

Breakfast:	\$ 8.00
Lunch:	\$ 12.00
Dinner:	\$ 18.00

The County will meet and confer with the Union prior to change of the current travel policy, and no later than January 2008.

38.0 UNIFORM ALLOWANCE & DAMAGED APPAREL, AND OTHER EXPENSES

38.3 Uniform Allowance

(a) Employees in the following classifications shall receive the following amounts per year for uniform allowance:

- (i) Deputy Marshall: Four Hundred Twenty Five Dollars (\$425);
 - (ii) Correctional Officer I/II and Correctional Corporal: **\$700** ~~Four Hundred Dollars (\$400)~~;
 - (iii) Correctional Technicians: **\$500** ~~Two Hundred Sixty Five Dollars (\$265)~~; and
 - (iv) Animal Services Officer: **\$600** ~~Three Hundred Thirty Dollars (\$330)~~.

38.4 Blackberry PDA

1. **Employees of the Information Services Technology Department, represented by SEIU 1021 – NAPE, shall be eligible to receive a Black Berry reimbursement allowance (PDA allowance) in an amount up to \$50 per month subject to the provisions of this Agreement.**

Based on identified departmental needs as defined by the ITS Director and upon approval of the ITS Director, designated employees will receive a monthly PDA allowance when said designated employees use their personal wireless PDA for County business purposes.

2. **The Director of Information Technology Services, or designee, may stop payment of the allowance at any time.**

3. The decision to approve or discontinue a PDA allowance is not arbitrable under any applicable MOU or policy.
4. Employees authorized for reimbursement shall not use their approved, personal PDA device to perform work outside of normal business hours, unless said work outside of normal business hours is authorized by the employee's supervisor.
5. Nothing in this provision entitles an employee to overtime compensation by virtue of the fact they have and use a personal PDA device for which they receive reimbursement for approved work-related duties unless overtime is approved by the employee's supervisor.
6. County Allowance: Privately owned Blackberry wireless PDA devices used by employees for County business are subject to the following provisions:
 - a. Guidelines: The PDA allowance is intended to cover the costs of personal PDA expenses related to work duties. Initial purchase of the PDA, accessory equipment, and activation fees shall be the responsibility of the employee. Replacement or repair of the PDA is the responsibility of the employee. The employee shall pay any costs exceeding the amount of the PDA allowance. No allowance will be paid when an employee is in an unpaid leave status.
 - b. Responsibilities:
 - i. The employee must provide the cellular telephone number to ITS.
 - ii. ITS shall pay the monthly reimbursement following the procedure determined by the ITS Director in consultation with the Auditor-Controllers Office.
 - c. Taxability: The PDA allowance will be paid through the County payroll system and subject to all legally required income taxes.

7. Effective January 1, 2008, all employees of the County shall be eligible for BlackBerry PDA reimbursement subject to the conditions described above. The appointing authority of each department shall govern approval and/or termination of reimbursement, and shall otherwise be substituted in all cases above where the ITS Director is designated.

40.2 The County may provide reimbursement where a license is preferred but not required, and where the County derives some benefit from possession of such license. Reimbursement in such instances, shall be solely at the discretion of the Department head, and shall not be subject to the grievance procedure. Disputes regarding the administration of this provision may be considered by the Labor Management Committee.

40.3 Reimbursement of Continuing Education Units

The cost for training programs which provide Continuing Education Units (CEU) may be reimbursed with the approval of the Department head.

41.0 CORRECTIONAL OFFICER DISABILITY FUND

41.1 Correctional Officers who are absent from work due to an inmate-related injury shall be eligible for the following benefit. An “inmate-related” injury is defined as an injury sustained during the course and scope of an employee’s duties as a Correctional Officer while in direct physical contact with an inmate or while actively suppressing a fire, or while engaged in the search and rescue of an inmate during a fire, or while responding to a fire or to an inmate altercation (e.g., walking/running en route to respond under these circumstances).

(a) A disability fund was **has been** established in 1998, in the amount of fifteen thousand dollars (\$15,000) to be used to pay the difference between a Correctional Officer’s regular pay and the Workers’ Compensation temporary disability benefit. “Regular pay” is the gross pay less mandatory deductions. Voluntary deductions, such as deferred compensation and credit union, are not included in the calculation. The maximum disability amount per injury is fifteen percent (15%) of the total fund amount at the beginning of the fiscal year.

(b) At the beginning of each fiscal year, one-hundred percent (100%) of the remaining fund balance, less encumbered amounts, shall be added to the fifteen thousand dollar (\$15,000) annual base. The per injury amount shall be calculated at that time. The maximum fund amount shall not exceed thirty thousand dollars (\$30,000) **\$45,000** annually, or four thousand five hundred dollars (\$4,500) per injury.

PART 5. INSURANCE AND HEALTH CARE

43.0 HEALTH, DENTAL AND LIFE INSURANCE

43.1 CalPERS PEMHCA

(a) Pursuant to the California Public Employees Medical & Hospital Care Act (“PEMHCA”), the County shall enter into the CalPERS PEMHCA health plan system (“CalPERS PEMHCA”), effective September of 2002, with the following CalPERS PEMHCA initial enrollment contribution rates:

- (i) Current Employees - \$16;
- (ii) Retirees - \$10.

The County shall make enrollment contributions as legally mandated under PEMHCA.

(b) Kaiser Co-Pay

~~The County shall maintain the existing Kaiser \$5 co-pay health plan (“Direct Kaiser plan”). This plan shall not be part of the CalPERS PEMHCA system.~~

43.2 Contributions to the Plan

The employee's contributions and County's contributions to the Plan shall be as follows:

(a) The County contribution to the Plan shall be a fixed percentage of the premium rates for the ~~Direct Kaiser~~ **most commonly enrolled plan**. The percentage of the Plan contribution by the County toward health plan premiums shall remain the same, should premium rates change. The amount of the County's contribution shall be:

For Plan Year 2008

- (i) Subscriber Only - 100% of the most commonly enrolled plan premium;**
- (ii) Subscriber Plus One - 92.5% of the most commonly enrolled plan premium;**
- (iii) Subscriber Plus Two or more - 92.5% of the most commonly enrolled plan premium**

For Plan Year 2009 and for the balance of the term of this MOU

- (i) Subscriber Only - 100% of the most commonly enrolled plan premium;**
- (ii) Subscriber Plus One - 87.5% of the most commonly enrolled plan premium;**
- (iii) Subscriber Plus Two or more - 87.5% of the most commonly enrolled plan premium**

(b) Temporary Dependent Health Plan Supplement

For employees whose plan includes dependents the County shall contribute a supplemental payment in addition to the payment described above equal to one half of the increase in premiums in the most commonly enrolled plan for the first six months of the 2008 plan year, and based on the level of enrollment.

For those employees enrolled in a CalPERS PEMHCA health plan: The County's contribution described in Article 43.2(a) includes the enrollment contribution amount legally mandated under PEMHCA as described in Article 43.1(a); the County will in addition contribute the initial enrollment contribution of \$16.

43.4 Cash-Out Option

Employees who satisfactorily demonstrate medical coverage and who elect not to participate as an employee in ~~either the Kaiser Direct plan or any CalPERS PEMHCA health plan~~, may elect under the Cafeteria Plan to receive ~~one hundred and twenty-five dollars (\$125.00)~~ **\$150** per month (or a prorated amount for part time employees) in lieu of participation in a health plan. The County shall pay any health premium administrative fee required for employees who "opt out" of health coverage under this provision. Subject to CalPERS regulations, employees may make this election at any time.

43.5 Reopener for PEMHCA Contribution Increases

~~In the event that the mandatory CalPERS PEMHCA contribution increases beyond the initial \$16 contribution, the parties agree to reopen this provision and meet and confer over alternatives to address this additional expense.~~

43.7 Dental Coverage

The County shall provide a **DMO option in addition to the dental plan specified in 43.7 (a).** Pacific Union Dental plan (PUD) to include a co-payment of \$0-\$25 for diagnostic/preventive benefits, a co-payment of \$0-\$35 co-payment for basic dental benefits, a co-payment of \$0-\$40 for major benefits and a co-payment of \$0-\$95 for prosthodontics. Co-payments for orthodontic benefits are determined by a schedule set by PUD. This plan includes for newly hired employees a six-month waiting period for dental benefits, except there is no waiting period for orthodontics benefits. There are no deductibles or annual maximums with this plan. **Effective with Plan Year 2008, the County shall replace the Pacific Union Plan with the Delta Dental DMO or any other plan for which the parties mutually agree.**

43.8 Life Insurance

The County shall provide **\$20,000** ~~ten thousand dollars (\$10,000)~~ of term life insurance for each employee with an option for an employee to purchase up to one hundred thousand dollars (\$100,000) in additional supplemental life insurance at the prevailing rate.

43.10 Retirement Health Benefits

(a) Sick Leave Conversion

The County shall pay one (1) month single-party health (at the ~~Kaiser Direct~~ **most commonly enrolled active employee** plan rate) or dental coverage upon retirement for each eight (8) hours of accumulated sick leave in excess of one hundred twenty (120) hours, up to a maximum of one thousand two hundred forty-eight (1248) hours. Employees exceeding the one hundred twenty (120) hour threshold may apply the one hundred twenty (120) hours towards this benefit. An employee shall make a one (1) time only choice of receiving either health or dental coverage to commence upon retirement under this provision; sick leave conversion may not be banked to obtain such coverage at a time later than upon retirement. For qualifying retirees electing to participate in the ~~Kaiser Direct~~ **most commonly enrolled active employee** plan, the County shall contribute an amount equal to the ~~Kaiser Direct~~ **most commonly enrolled active employee** premium for Subscriber only. For qualifying retirees electing to participate in a CalPERS PEMHCA health plan, the County shall contribute an amount equal to the ~~Kaiser Direct~~ **most commonly enrolled active employee** premium for Subscriber only which shall be deemed to include the County contribution for such retirees as mandated under PEMHCA. Retirees may switch plans during the CalPERS open enrollment period. As used herein, retirement means that an employee has both been separated from active permanent service with the County and will actually begin receiving monthly benefits from the Public Employee's Retirement System not later than the first of the month following said separation.

(b) Long-Term Service Conversion

In lieu of any other health coverage provisions set forth in this Article 43.10, a retiring employee may elect the following: Effective September 1998, an employee who retires with the equivalent of twenty (20) years or more of continuous, full-time County service shall be eligible for County-paid single party health coverage (at the ~~Kaiser Direct~~ **most commonly enrolled active**

employee plan rate) until age 65. For qualifying retirees electing to participate in the Kaiser Direct most commonly enrolled active employee plan, the County shall contribute an amount equal to the Kaiser Direct most commonly enrolled active employee plan premium for Subscriber only. For qualifying retirees electing to participate in a CalPERS PEMHCA health plan, the County shall contribute an amount equal to the Kaiser Direct most commonly enrolled active employee plan premium for Subscriber only which shall be deemed to include the County contribution for such retirees as mandated under PEMHCA. Retirees may switch plans during the CalPERS open enrollment period.

43.12 Domestic Partner Benefits

~~Beginning January 1, 2005, employees who are registered domestic partners, as defined by state law, shall have the same benefits as married employees. The parties agree to meet and discuss the possibility of broadening the definition of "registered domestic partner" in July, 2006.~~

45.5 ~~Employees in twenty-four hour operations (i.e. Juvenile Hall, Corrections, Sheriff's Records, Health and Human Services Emergency Response) who are assigned to work nine (9) hour, ten (10) hour or twelve (12) hour shifts on a County-paid holiday shall be compensated at time and a half for all hours actually worked on the holiday up to twelve (12) hours.~~ **There shall be no compounding of overtime payments on holidays.** Holiday premium pay shall be payable in either compensatory time off or cash at the employee's option. In addition to receiving time and one-half, the employee shall earn eight (8) hours of holiday credit calculated at straight time, which may be taken in cash or in compensatory time off.

47.5 Sick Leave for the Care of an Ill Spouse, Registered Domestic Partner, Child, or Parent

In any calendar year, **pursuant to Labor Code Sec 233**, an employee may use his or her accrued and available sick leave benefits, up to a maximum of forty-eight (48) hours for the care of his or her ill spouse, registered domestic partner, child, or parent. The County may require substantiation of illness or injury by a licensed physician's statement. For purposes of this Article, "spouse" means a partner in marriage as defined in California Family Code Section 3000; "registered domestic partner" means a partner in a domestic partnership as defined in Family Code Section 297; "child" means a biological, foster or adopted child, a stepchild, a legal ward or a child of a person standing in loco parentis; **or a child of a registered domestic partner**; and "parent" means a biological, foster, or adoptive parent, a stepparent, or a legal guardian.

51.0 PROFESSIONAL EDUCATION/TRAINING

51.1 The County shall allow eight (8) hours paid leave each fiscal year to professional employees for work-related education or training. **The total amount of paid leave in each fiscal year may be increased at the discretion of the department head.** Employees on such leave will not be reimbursed for mileage, tuition fees, or other associated expenses. The Union

has the right to consult with the Human Resources Director regarding which classifications are considered professional.

69.0 AUTHORIZED AGENTS

69.1 For the purpose of administering the terms and provisions of this Memorandum of Understanding:

(b) The Union's principal authorized agent shall be the Executive Director assigned Worksite Organizer, SEIU Local 614, SEIU, AFL/CIO CTW, CLC. The address is 1810 Jefferson Street, Napa, CA 94559. The telephone number is (707) 255-1718. The Executive Director Union may designate a duly authorized representative.

 , 8/14/07

FOR THE COUNTY/DATE

 , 8/10/07

FOR THE UNION/DATE