

MEMORANDUM OF UNDERSTANDING

**THE COUNTY OF SONOMA
AND RELATED AGENCIES**

**SERVICE EMPLOYEES' INTERNATIONAL UNION
LOCAL 1021**

BARGAINING UNITS: 0001, 0005, 0010, 0025, 0080, AND 0095

MAY 9, 2023 – FEBRUARY 28, 2026

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**MEMORANDUM OF UNDERSTANDING
BETWEEN THE COUNTY OF SONOMA AND RELATED AGENCIES
AND THE SERVICE EMPLOYEES' INTERNATIONAL UNION 1021**

MAY 9, 2023 – FEBRUARY 28, 2026

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, Sonoma County Fair and Exposition, Inc., and Sonoma County Agricultural Preservation and Open Space District hereinafter referred to as "County," and SEIU 1021, 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 on the date approved by the Board of Supervisors. 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

This Memorandum of Understanding shall take effect on the date approved by the Board of Supervisors, and shall remain in full force and effect, up to and including February 28, 2026. The Memorandum of Understanding shall expire at 11:59 p.m. on February 28, 2026. The Union shall serve on the County its written request to commence negotiations as well as its initial proposals for any successor Memorandum of Understanding by the first week in September 2025. Negotiations shall commence by the second week of October 2025.

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

ACTTC: Auditor-Controller-Treasurer-Tax Collector

Alternative Work Schedule: A regular schedule that 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 regularly scheduled overtime as required under any of the Articles of this agreement or as required by the Fair Labor Standards Act ("FLSA").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.

Base Hourly Rate: the base hourly rate shall be the hourly rate corresponding to the salary step in the salary scale 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, Sonoma County Agricultural Preservation and Open Space District, 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).

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.

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 that 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 that 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 that 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 overtime requirements of the FLSA.

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

Flex-Time Work Schedule: is 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 the employee’s own work schedule in accordance with a written agreement between the employee and the appointing authority.

Fair Labor Standards Act (FLSA) Overtime: hours actually worked in excess of forty (40) hours in a work week. For the purpose of calculating overtime hours under this section, the County shall not include any paid time off (for example, sick leave, vacation, and holidays). Applying FLSA legal standards, the County shall compensate an employee for overtime at the rate of one and one-half (1.5) times the employee’s regular rate of pay.

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 has authorized.

In-service Hours: paid 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 FLSA or an otherwise exempt employee treated as if covered for the administrative convenience of the County.

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 County 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.

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 County (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 7.12 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.

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

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 ACTTC/Payroll'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 shall not be pyramided, compounded, or cumulative” means that the calculations for non-statutory overtime and for each premium pay shall be individually calculated on the base rate of pay, and has the same meaning as the sentence in Section 9.1 stating, “The premium and differential pays in this Article shall not be included in the base pay for the calculation of any premium or differential pay.”

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 scale.

Regular Rate of Pay: is as defined in the FLSA 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 elements of compensation required by the FLSA to be included in the regular rate of pay 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 a.m., or as specified by the department and approved by ACTTC/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 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 Scale: the salary level for any given classification. The salary shall consist of nine salary steps, each approximately 2-1/2% apart and identified with the letters "A" through "I." Each salary scale shall be identified by a number that shall correspond with the cents per hour of the "A" step of that salary scale. Similarly, each step of the salary scale 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 ACTTC/Payroll, containing no more than 8 or 10 non-consecutive hours of work.

Statutory Overtime: all hours actually worked, not including non-working hours in paid status, by a non-exempt employee in excess of the applicable FLSA 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.

Work Period: an employee's work period is a fixed and regularly recurring period of 168 hours – seven (7) consecutive 24-hour periods, or as authorized and declared by the County under section 207(k) of the FLSA. It need not coincide with the calendar week but may begin on any day and at any hour of the day. The County shall designate the work period for every employee.

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 themselves in accordance with Government Code 3500 et seq.

4.2 Union Employee Contact

Designated union representatives are permitted to contact a represented employee. Subject to approval of the designated management representative, designated union representative shall have the right to access represented employee's work locations 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. 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 communication infrastructure (e.g. County email, postal mail, phone, or online messaging service) may be used for communication between bargaining unit members and Union Representatives. The Union understands that the continuance or discontinuance of the communication infrastructure is a matter within the sole discretion of the County.

Union Representatives acknowledge they must adhere to all County computer use and privacy policies, including all relevant portions of the County's Administrative Policy Manual.

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.

4.5.1 Union Bulletin Board - Internet Link

The County will maintain a link on the County Internet, County Intranet, Human Services Intranet, Water Agency Intranet, and the Sheriff's Office Intranet to the Union's website.

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, home address, home phone, work phone, cell phone, personal email address, hire date, pay rate, work location, and promotions and transfers into SEIU represented positions. The Human Resources Director and the Union's Designated 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 Orientation

- a) The County shall notify new employees represented by SEIU that the Union is the recognized employee organization for the employee's classification. Within 30 days of hire into an SEIU bargaining unit, the Union shall have the opportunity to make a 45-minute presentation at each new employee orientation program presented by the County Human Resources Department. The County shall

make every effort to hold New Employee Orientations in-person. In addition, the Union shall have the opportunity to make a 10-minute presentation at each new employee orientation program presented by the Department of Health Services, Human Services Department, and any other formal group department orientation program (not to include payroll sign-ups). The County shall notify the Union of an employee orientation at least ten (10) calendar days in advance, except that a shorter notice may be provided in specific instance where there is an urgent need critical to the County's operations that was not reasonably foreseeable. In addition, the County shall provide the Union an electronic list of expected participants at least 72 hours in advance of the employee orientation. Each new employee shall receive a copy of the Union's standard introductory packet, copies of which shall be provided by the Union.



- b) The County shall provide the Union a copy of the sign-in sheet, including the bargaining unit, within five (5) business days after each new employee orientation program presented by the County Human Resources Department.
- c) Within 90 days of hire into an SEIU bargaining unit, an employee who does not attend the orientation program presented by the County Human Resources Department, upon Union request shall be authorized for County release time to attend a 45-minute make-up session with the Union during regular working hours onsite.
- d) Two Union designees shall be granted 45 minutes County release time plus reasonable release time for necessary travel to present on the Union's behalf at the orientation program presented by the County Human Resources Department or make-up sessions.
- e) County management/designees shall be absent from the room during any orientation program or make-up sessions conducted by the Union with employees.

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.

Union Stewards shall be afforded the ability to attend a one hour monthly steward meeting. Union release time may be used for attendance.

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 SEIU County-Wide Joint Labor Management Committee is designated as the body which considers concerns related to Section 4.8 Union Stewards.

4.9 Dues’/COPE/Union-Sponsored Benefit Program

(a) The employer shall honor an employee’s check-off authorization for dues, COPE or other Union-sponsored program, which are certified in writing by the Union to the County.

(b) Deductions for dues, COPE or other Union-sponsored program shall start the first full pay period after the Union provides the County with written certification of the authorization. The County shall transmit such payments to the Union through electronic funds transfer no later than thirty (30) days after the deduction from the employee’s earnings occurs.

(c) Requests to authorize dues/other deduction(s), or requests to change status regarding such deductions, shall be directed to the Union rather than the employer. The County shall rely on the Union’s explanations in the certification provided by the Union, submitted by a representative of the Union who has authority to bind the Union, regarding whether an authorization/change in deduction(s) has been requested by the employee. Notice of changes to deductions and/or the calculation

formula and rate for the deductions previously certified by the Union must be received by the County from the Union at least thirty (30) calendar days prior to the change becoming effective. The change will be implemented by the County the first full pay period following the notice period.

(d) The Union shall not provide the employer a copy of the employee's authorization unless a dispute arises about the existence or terms of the authorization.

(e) The Union shall indemnify the employer for any claims made regarding such deductions.

(f) Violations of this Section of the MOU are grievable.

4.9.1 Data Pertaining to Certified Deductions

The employer shall produce to SEIU Local 1021's Membership Department every pay period, on a regular ongoing basis, a malleable electronic file containing the following information for each bargaining unit:

1. Full Name (first, middle, last, suffix)
2. Employee Number
3. Job Classification
4. Job Type (full-time, part-time, extra help, as needed)
5. Bargaining Unit
6. Scale/Step
7. Base Rate
8. Department
9. Division (subcode of the department)

4.9.2 Protect Employees' Information From Third-Parties.

The County affirms its legal obligation to protect the privacy rights of bargaining unit members. No bargaining unit personnel information will be provided to third parties except as required by and in accordance with State law. Upon the Union's written request to County Counsel, the County will provide the Union with a copy of any response to a Public Records Act ("PRA") request for bargaining unit personnel information along with any records provided in response to that request to the extent required by State law.

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 ACTTC / Payroll 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 within 15 days of receipt of the request. Within 60 days of receipt of request, Human Resources will notify the requesting party if the request is accepted, rejected, or more information is needed. Human Resources will use the standards set forth in Civil Service Rule 3, Section 3.2 to make the decision to accept or reject the request. When accepted, and, if possible, Human Resources will indicate the general priority if known, when notifying the requesting party of acceptance. 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, but not more frequently than every three months.

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.

4.11.1 Reclassification / Classification Studies

The County agrees to present a quarterly report to the SEIU Labor Management Committee on the status of reclassification/classification studies.

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 related to County of Sonoma. The Union shall normally request release time four (4) business days in advance of the release date. The Union and the County agree that issues will come up where four (4) business 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 800 hours of paid release 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.

Bargaining unit members may donate up to a total of three hundred (300) hours of accrued vacation and/or compensatory time off hours to the union release time bank each fiscal year. Donations must be made in minimum one (1) hour increments, and shall be used before the County-provided Union release time. Donations shall be irrevocable.

Carryover hours at the end of the fiscal year shall be the greater of two hundred (200) hours or the amount of unused, donated hours. In the event processing of such donations becomes an administrative burden, the County and Union agree to meet and agree on a solution.

4.13 Release Time

Union Business Time for employees shall be provided as specified in this Memorandum of Understanding and as required by law. The table below is provided as a guide only.

<u>Union Business Time</u>	<u>County Release Time</u>
Four (4) business days advance notice Completion of release time form. Approval of Employee Relations and Operational Department designee. Union time bank hours charged. (see Article 4.12)	Pre-approval from Employee Relations and Operational Department designee. Union time bank hours not charged (see Article 4.12)
Union Sponsored Classes Steward Training	Joint Labor Management Committees i.e., Joint Labor Management Benefits Committee meeting (JLMBC) Housing Assistance Committee (HAC), etc.
Internal Union Matters	County Initiated Informational Meetings/Surveys
Union Safety Meetings	Meet and Confer

<u>Union Business Time</u>	<u>County Release Time</u>
Civil Service Commission Meetings – general attendance	Civil Service Commission Meetings (Appellants and Appellant’s Representative)
Meetings with business agents or union officials.	Grievances (Grievant and Representative) -Investigations -Grievance meetings - Arbitration
Union Organizing Campaigns	Notice of Intended Disciplinary action. (Skelly) Meeting
BOS Meetings	Interest Based Bargaining Training
Special Elections and Ratifications	

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 and with the approval of the designated supervisory representative.

At the Union’s request to use County Release Time, other release time requests not contemplated on the list above will be submitted to the Employee Relations Manager or designee for consideration.

When requesting Union Business Release Time under Section 4.12 of the MOU, the Union shall specify the total amount of time requested, differentiating the amount of travel time and meeting time to be used.

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 by the County and/or the Union under this Article, including, but not limited to, Union members taking paid release time to attend to Union business. This indemnification clause shall be in addition to any other remedy available to the County under this contract or provision of the law.

4.14 SEIU Local 1021 Paid Leave

At the request of SEIU Local 1021, the County shall grant a represented employee a leave without loss of compensation for the purpose of enabling the employee to serve as an elected chapter officer or officer of SEIU Local 1021.

4.14.1 SEIU Local 1021 Notice To County

SEIU 1021 shall provide reasonable notification to the County Employee and Labor Relations Manager requesting an Elected Officer leave without loss of compensation for a represented employee. If the requested leave will be for a period of one year or more, SEIU 1021 shall notify the Employee and Labor Relations Manager as soon as the represented employee is elected. If the requested leave will be for a period of at least two weeks but less than one year, SEIU 1021 shall notify the Employee and Labor Relations Manager at least one month prior to the first date for the leave. No requested Elected Officer leave shall be granted for a period less than two weeks.

4.14.2 Compensation During Leave

During the leave, the County shall compensate the represented employee for the employee's full salary and benefits, including mandated County retirement fund contributions. The employee shall pay member contributions as prescribed by the Sonoma County Employee Retirement Association ("SCERA"). The maximum amount of the retirement service credit earned shall not exceed twelve (12) years or the maximum period of time permitted by the County Employee Retirement Law ("CERL").

4.14.3 SEIU Local 1021's Reimbursement Payment To County

Quarterly, the County shall submit to SEIU Local 1021 a statement certifying the amount paid in compensation to the represented employee. Within thirty (30) calendar days after receiving the County's statement certifying the amount paid in compensation, SEIU 1021 shall reimburse the County for the amount certified.

4.14.4 Leave Relationship To Union Business And County Release Time Leave

The SEIU Local 1021 requested leave of absence without loss of compensation provided for by this Section is in addition to the Union

Business Time provided in Section 4.12 and the County Release Time provided in Section 4.13.

4.14.5 Return To Position

A represented employee returning to a full-time assignment from SEIU Local 1021 Leave of one year or more shall be returned to an assignment in the same classification as the assignment held prior to taking the Leave. A represented employee returning to a full-time assignment from SEIU Local 1021 Leave of less than one year shall be returned to the same position in the same classification.

4.15 Release for Extra-Help Employees

The parties agree to meet to discuss compensation for Extra-Help employees on a person-by-person basis with the express purpose of devising a way to compensate such employees for time spent engaging in County and Union Business activities outside of their normal job duties. While not formal meet and confer sessions, these meetings will be conducted in good faith.

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 or Department Head 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 (including at least one Union staff member/designee, the Chapter President, and the Chief Steward) in writing of any efforts being undertaken by the Department to consider contracting out such bargaining unit work. The Department 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 at least 60 days prior to formal action being taken.

The Auditor Controller-Treasurer-Tax Collector's Office (ACTTC) 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 1021.

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 their allocated position or will have their 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 their 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 lay off 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 waives its rights under state law and/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

6.0 Right To SEIU Representation In Investigative Or Disciplinary Interviews (Weingarten)

Upon the request of the affected employee, the County shall permit an SEIU representative to attend an investigative interview or disciplinary interview. The employee's right to representation includes situations where the employee reasonably believes that the meeting may result in discipline to the employee. The employee's right to representation shall not include a meeting at which the County hands the employee a letter or merely informs the employee about previously determined discipline. The employee's right to representation does not apply to non-disciplinary matters. The employee shall not be entitled to reschedule the County meeting because a specific SEIU representative is unavailable. The County may proceed with the meeting as long as another SEIU representative is available at the time scheduled for the investigatory or disciplinary meeting.

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 upon completion of the regularly scheduled employee evaluation or three (3) years from the date the supervisory notes and informal correspondence were prepared, whichever date comes first.
- (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 conduct a mediation meeting 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 their supervisor or department head for review and further direction.

6.6.3 Conflicting Interest – 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 -Equal Employment Opportunity

Provisions of this Memorandum shall be equally applied to all employees in the bargaining units without unlawful discrimination but not more frequently than every three months. including, but not limited 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 or harassment may utilize the County's Equal Employment Opportunity Policy & Complaint Procedure as set forth in the policy, 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 21 (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 (30) 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.) – Continued Employment

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 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.

6.10.4 Discipline (Water Agency) – Discipline Process

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

- a) If the General Manager proposes to dismiss, suspend, or involuntarily demote a full-time or part-time employee, the General Manager 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 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 within such three (3) days, the right to respond will be deemed waived. The General Manager 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 may extend the time for response for a reasonable period which shall not exceed ten (10) days from the time of service of the notice. The General Manager shall consider the response, if any, of the employee in determining the propriety and nature of disciplinary action.

- b) If the General Manager determines to dismiss, suspend, or involuntarily demote a full-time or part-time employee, the order of the General Manager shall be in writing and shall state specifically the reason for the action. The employee may appeal a decision of the General Manager 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. 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 their evidence. The employee shall then present the employee's 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 the employee 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 1,040 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 1,040 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, the Executive Director 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 the appointing authority's evidence. The employee shall then present the employee's 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.

6.13 Discipline (SCAPOS) – Notice And Hearing

6.13.1 Discipline (SCAPOS) – Disciplinary Action

The General Manager may take disciplinary action against any employee.

6.13.2 Discipline (SCAPOS) – Definitions Full-Time / Part-Time Employee

For purposes of this Section (6.13), 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 (6.13), a part-time employee means a part-time employee defined in this Memorandum who, in addition has completed 1,040 hours of satisfactory service in an allocated position.

6.13.3 Discipline (SCAPOS) – Other Than Full/Part-Time Employee

All employees of the Sonoma County Agricultural Preservation and Open Space District (District), other than full-time or part-time employees as defined in Subsection 6.13.2, serve at the pleasure of the General Manager.

6.13.4 Discipline (SCAPOS) – Discipline Process

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

- a) If the General Manager proposes to dismiss, suspend, or involuntarily demote a full-time or part-time employee, the

General Manager 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 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 within such three (3) days, the right to respond will be deemed waived. The General Manager 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 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 shall consider the response, if any, of the employee in determining the propriety and nature of disciplinary action.

- b) If the General Manager determines to dismiss, suspend, or involuntarily demote a full-time or part-time employee, the order of the General Manager shall be in writing, and shall state specifically the reason for the action. The employee may appeal a decision of the General Manager 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. 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 the appointing authority's evidence. The employee shall then present the employee's defense. Thereafter, each side may present rebuttal evidence.
- g) Any decision made by the Board of Directors pursuant to this Section (6.13) 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 (6.13) is not subject to grievance or arbitration under the procedures in this Memorandum or pursuant to any other procedure or policy of the County.

6.14 Disciplinary Investigations

An employee, who is suspected of misconduct or violating County or department policy, or Special District's Personnel Rules, may be placed on Paid Administrative Leave pending the County's investigation. Within two (2) business days of placement on leave, the employee shall be provided with written notice of the leave, which will include the initial reason for the basis of the investigation. This section 6.14 is not grievable or arbitrable.

ARTICLE 7: SCHEDULES, HOURS, AND OVERTIME

7.1 Purpose Of This Article

This Article describes the parties' agreement on matters within the scope of bargaining related to schedules, hours, and overtime. Hours specified under types of employment in this section indicate the County's commitment to the minimum and maximum hours each employee shall be regularly scheduled, as long as there is sufficient work.

Article 7 applies to the following types of employment:

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.

7.2 Schedule – Modification Of Work

The County reserves the right to establish and modify work schedules. The County 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. As described in Section 7.14 (Authorization of Overtime), no employee shall work overtime without the prior approval of the County.

7.3 County Work Schedules – Flex-Time And Alternative

The County Work Schedules include 5/8, 4/10, 4/9/4, and 9/8/1 and flex-time.



7.3.1 Flex-Time Schedule

The County reserves the right to utilize a flex-time schedule. As defined in Article 3: Definition, a Flex-Time Work Schedule is 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 their own work schedule in accordance with a written agreement between the employee and the appointing authority.

Employees may request and department heads may utilize flex-time schedule whenever such schedules will be beneficial to the County and will not incur overtime beyond the County's usual and customary overtime needs under the employee's regular work schedule. As defined in Article 3, Definitions, an employee and the County must agree to and complete a written agreement specifying the work week, scheduled days of the week, and hours to be regularly worked for the flex-time assignment.

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.

7.3.2 Alternative Work Schedules

As defined in Article 3, Alternative Work Schedule is a regular schedule that 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), a 9/8/1 schedule (eight, nine hour days and one eight hour day with one day off in a biweekly pay period), or a 4/9/4 (four nine hour days and one four hour day per week). 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 the FLSA. Employees may request and department heads may utilize alternative work schedules whenever such schedules will be beneficial to the County and will not incur overtime beyond the County's usual and customary overtime needs under the employee's regular work schedule. As defined in Article 3, Definitions, an employee and the County must agree to and complete a written agreement specifying the work week, scheduled days of the week, and hours to be regularly worked for the alternative work schedule. Employees assigned to an alternative work schedule will be eligible for overtime compensation when the employee performs any authorized work in excess of forty (40) hours in a work week. The County reserves the right to discontinue the alternative work schedule and reassign an employee to a normal daily work schedule based on the operational needs of the department.

7.3.3 Incidental Flex Time

An employee may request, and a supervisor may approve, incidental flex time in which an employee works variable work hours with corresponding flex hours off. All requests and approvals shall be in writing. Non-exempt employees must take all flex hours off within the forty (40) hour work week in which the variable hours are worked, and

exempt employees must take all flex hours off within the eighty (80) hour pay period in which the variable hours are worked. Employees who participate in an incidental flex time arrangement shall waive daily overtime for the time designated as flex time worked.

7.4 Schedule – Posting Of Work

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

7.5 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.

If the County fails to give the seven (7) day notice to a full-time employee, the County shall pay the affected employee compensation equaling one and one-half times the employee's base hourly rate for all hours actually worked on the new regular work schedule that are at variance from the employee's previous regular work schedule until the seven (7) calendar days' notice is given. However, for each such hour worked that constitutes statutory overtime as defined in Section 7.10, compensation shall be based on the FLSA defined 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 (1 1/2) for changes in schedule unless it results in overtime due and payable under Section 7.10 of this MOU.

7.6 Schedule – Employee Request For Change In Work

An employee may submit to the County a written request for a schedule change. The County shall not approve an employee's request for a schedule change if the schedule would result in overtime being built into the schedule.

7.7 Schedule – Voluntary Exchanges Of Work (Sheriff And Department Of Health Services)

Employees assigned to the Sheriff's Department or the Department of Health Services 24 Hour Service Units (such as Psychiatric Emergency Services) may submit a written request to voluntarily exchange schedules. Voluntary schedule exchanges shall comply with departmental policy, shall be within the same or related work unit, and shall involve employees with comparable ability in a comparable classification. Each employee involved in an exchange shall notify the employee's supervisor. Employees who voluntarily exchange schedules shall not be paid for overtime resulting from this voluntary schedule change.

7.8 Schedule – Weekend (Behavioral Health & Public Health Divisions)

For each employee, the County shall designate Friday / Saturday, Saturday / Sunday, or Sunday / Monday as that employee's weekend. The County reserves the right to redesignate the respective weekend for each employee.

Except in an emergency, the County shall make every effort to grant every other weekend off to full-time and part-time employees in positions in the Behavioral 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.

7.9 Work Period

The County shall designate a work period for each employee. An employee's work period shall be a fixed and regularly recurring period of 168 hours within seven (7) consecutive 24-hour periods, or as authorized and declared by the County under section 207(k) of the FLSA. A work week need not coincide with the calendar week but may begin on any day and at any hour of the day.

7.10 FLSA Overtime

Fair Labor Standards Act (FLSA) Overtime shall be defined as hours actually worked in excess of forty (40) hours in a work week, or in excess of the applicable FLSA section 207(k) work period declared by the County. For the purpose of calculating overtime hours under this section, the County shall not include any paid time off (for example, sick leave, vacation, and holidays.) Applying FLSA legal standards, the County shall compensate an employee for overtime at the rate of one and one-half (1.5) times the employee's regular rate of pay.

7.11 FLSA Overtime – Not Cumulative

FLSA Overtime shall not be compounded, pyramided or cumulative. The County shall not pay an employee for compounded, pyramided, or cumulative overtime compensation even though more than one of the conditions or eligibility standards described in this Article may apply to a particular unit of time.

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 County (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 7.13 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.

If an employee's regular workday extends beyond 12 hours, the County shall pay the employee double time for the hours worked beyond 12 hours.

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 hours per day) day and any consecutive full (8, 9, or 10 hour days) days worked.

Except in emergency operations in the Elections Division of the County Clerk/Recorder/Assessor Department during an election, no bargaining unit employee shall be required to work in excess of 16 hours in any 24-hour period.

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 County 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 Authorization Of Overtime

No employee shall work “FLSA overtime” or “Non-statutory overtime” without prior approval of the County. The County may require and authorize an employee to work FLSA overtime or non-statutory overtime if such FLSA overtime or non-statutory overtime is essential to the continuing efficient operation of the department in which the employee works.

7.15 Maximum Work Hours Within 24-Hour Period

Except in emergency operations, or in the Election Division of the County Clerk/Recorder/Assessor Department during an election, no bargaining unit employee shall be required to work in excess of 16 hours in any 24-hour period.

7.16 Compensatory Time Off (CTO) – Employee Choice

The employee assigned to overtime and eligible for compensatory time off (CTO) shall make an irrevocable choice each time such overtime is accrued whether to be compensated in cash at one and on half (1.5) times the base hourly rate or in CTO until a maximum of one hundred twenty (120) hours of CTO have been accrued.

7.16.1 Sonoma County Fair And Exposition Employees (Fairgrounds)

Employees assigned to the fairgrounds between June 1 and August 30 of each fiscal year during the Sonoma County fair season shall be eligible for overtime and CTO as specified in Sections 7.14 and 7.16 and shall make an irrevocable choice each time such overtime is accrued whether to be compensated in cash at one and one half (1.5) times the employee’s base hourly rate or in CTO until a maximum of two hundred and forty (240) hours of CTO have been accrued.

An employee assigned to the fairground must use the CTO earned in excess of the normal one hundred twenty (120) hours maximum CTO accrual before the end of the last full pay period in the fiscal year the CTO was earned and accrued. Effective July 1 of the next fiscal year, the County shall pay the fairground employee for any accrued CTO hours in excess of one hundred twenty (120) hours of CTO not used by June 30 of the fiscal year in which the CTO was accrued. The County

will pay fairground employees who transfer to any other County department or agency for the accrued CTO hours in excess of eighty (80) hours prior to the date of the transfer.

7.16.2 Human Services Department Family Youth and Children Services Division Employees

When a Child Protective Services Social Worker or Child Protective Services Social Work Supervisor in the Family, Youth and Children Services Division of the Human Services Department works overtime, the employee may elect to be paid in cash or to bank compensatory time off as provided for under this section 7.16 – or, the employee may elect to be compensated for the overtime at one and one half (1.5) times the regular rate of pay broken out so that one hour (1) is credited to the employee’s compensatory time off bank and half an hour (.5) is paid as cash for each hour of overtime worked. The election will apply to all hours in each overtime shift. If the overtime worked is within eight (8) hours of the start of their shift or within the pay period, based on department requirements and individual preference.

7.17 Compensatory Time Off – Cash Out

At no time, except at separation or as otherwise provided herein, shall an employee with a CTO balance greater than 0.1 hours voluntarily or involuntarily “cash out” compensatory time that has been accrued. Balances of less than 0.1 hours shall be paid in cash at the base hourly rate at the end of March each year.

7.18 Compensatory Time Off Overtime – Cash Pay Only

Except as otherwise provided herein, when one hundred twenty (120) hours of CTO compensatory time are accumulated, the County department will compensate the employee in cash at one and one half (1.5) times the base hourly rate for any additional overtime worked.

7.19 Compensatory Time Off – Approval For

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

7.20 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.

7.21 Rest Periods

The County 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 (4) consecutive hours of work and shall be considered as time worked.

7.22 Meal Period – Duty Free

Employees shall be granted a duty-free meal period during each work shift which exceeds six (6) consecutive hours. The duration of the meal period may be not less than thirty (30) minutes nor greater than sixty (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.

7.23 Meal Period – Non-Duty Free

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 County, 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 County before final action is taken.

7.24 Callback

When the County requires an employee to report to work on the employee's scheduled day off or after the employee has completed the employee's regular shift and has left the County work site, the County shall compensate the employee for a minimum of two (2) hours or for each hour actually worked, whichever is greater, at the rate of one and one-half (1½) times the employee's base hourly rate of pay.

When the County calls back an employee to begin work after midnight but before 6:00 a.m. of the same day or two (2) hours before the start of the employee's normal work shift, whichever occurs first, the County shall compensate the employee for a minimum of three (3) hours or for each hour actually worked, whichever is greater, at the rate of one and one-half (1½) times the employee's base hourly rate of pay.

Employees who are called back to work while on a duty free meal period will be paid according to Section 7.23.

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

The County shall not pay an employee for callback pay, standby pay, and remote response pay during the same period of time.

For all bargaining units except the Maintenance bargaining unit, if the callback assignment and the employee's regular work shift overlap, the employee shall be paid the callback rate until their regular shift begins.

For the Maintenance bargaining unit, employees will be eligible for callback up to thirty minutes prior to the start of their shift.

7.24.1 Callback – Emergency Response Program

An Adult and Aging Social Worker, Child Support Protective Services Social Worker, Child Protective Services Social Work Supervisor, or Adult and Aging Social Worker Supervisor 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.

7.25 Remote Response – Compensation

When the County requires, an employee may be called upon to resolve work-related problems remotely without having to return to the worksite. Compensation for such work shall be a minimum of one (1) hour at the rate of one and one-half (1½) times the employees base hourly rate of pay for any hour in which work is performed. In the event a later request is received after the prior one (1) hour of work time, and the request required the employee to again resolve work-related problems, the employee shall be paid for an additional one (1) hour at the rate of one and one-half (1½) times the employees' base hourly rate of pay for all work performed within that next hour. Work performed during a regularly scheduled telecommuting assignment is not eligible for payment under this Section. The County shall not pay an employee for callback pay, standby pay, and remote response pay during the same period of time.

7.26 Employment In More Than One Position

As defined in Article 3: Definitions, “FTE” (Full-Time Equivalent Position) 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 that is regularly scheduled to work 80 hours in a pay period.

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. No person shall be employed by the County in two (2) or more part-time positions which will, in combination, provide for more than eighty (80) hours of regularly scheduled work in any pay period.

7.27 Minimum Work Time

Any employee required to work on any day that is not their regular work day shall be offered a minimum of two consecutive hours of work time. This Section does not apply to employees subject to provisions where other minimum work time applies.

ARTICLE 8: SALARIES AND DEFERRED COMPENSATION

8.1 Salaries

Market/Equity Adjustments:

Effective May 2, 2023 contingent upon Board adoption by May 9, 2023: For those benchmark classifications that have been identified as below the market average, the A-I Steps will be increased as listed in Appendix A-1. The County will concurrently increase the A-I Steps of each SEIU represented non-benchmark classification salary scale based on the County's internal salary administration alignments.

Salary Adjustments:

During the three-year Agreement, the County will provide three salary adjustments for SEIU represented classifications. The effective dates and amounts of the cost-of-living adjustments are as follows:

Effective May 16, 2023: The County will increase by five percent (5%) the A-I Step of each scale in the Salary Table specified in Appendix A-1.

Effective March 5, 2024: The County will increase by four and one-half percent (4.5%) the A-I Step of each scale in the Salary Table specified in Appendix A-1.

Effective March 4, 2025: The County will increase by four percent (4%) the A-I Step of each scale in the Salary Table specified in Appendix A-1.

Cash Allowance:

Effective the pay period that begins May 30, 2023, the County will increase the current I step of each job classification in the Salary Table specified in Appendix A-1 and attached to this agreement by \$3.45/hour. The County will then recalculate each salary range/salary scale in Appendix A from the adjusted I step in order to maintain an approximate 2.5% differential between salary steps consistent with the definition of Salary Range or Salary Scale in Article 3.2 (Definitions).

During the 2019-2022 Agreement, the County provided four salary adjustments for SEIU represented classifications. The effective dates and amounts of the cost of living adjustments were as follows:

Effective May 21, 2019: The County increased by three percent (3%) the A-I Step of each scale in the Salary Table specified in Appendix A-1.

Effective March 24, 2020: The County increased by three percent (3%) the A-I Step of each scale in the Salary Table specified in Appendix A-1

Effective March 9, 2021 and March 8, 2022: For salary increases for years 3 and 4 of the Agreement, the County will increase the A-I Step of each scale in the Salary Table effective March 9, 2021 and March 8, 2022, by at least

two percent (2%) and not more than four percent (4%). The actual amount of the increase each year within 2% and 4% will be determined by the lesser amount of the two following calculations:

The San Francisco-Oakland-Hayward All Urban Annual Consumer Price Index (CPI-U) issued by the Bureau of Labor Statistics in January 2021 and January 2022 for the preceding December percentage change from December of the prior year.

The County's actual annual growth percentage of secured property taxes collected between fiscal years 2018-19 and 2019-20 for year 3 salary adjustment; and between fiscal years 2019-20 and 2020-21 for year 4 salary adjustment, divided by 1.5, respectively.

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 step 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 scale 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 with the same A-step or lower, and without a break in service, shall be paid at a salary step in the appropriate salary scale of the new class which is nearest, but not less than, the amount to that of the step received in the classification held immediately prior to such appointment, but not greater than the maximum salary step of the new class.

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 with a higher A-step, and without a break in service, shall be paid at a salary step in the appropriate salary scale of the new class which is nearest, but not less than, 5% greater than the amount to that of the step received in the classification held immediately prior to such appointment, but not greater than the maximum salary step of the new class.

Employment at a higher salary step not to exceed the maximum of the scale 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 that the employee previously occupied, the employee shall receive the same salary step of the scale 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 scale or in a lower salary scale than the class from which separated, shall be paid at the same salary step in the salary scale as the employee was paid at the time of displacement, layoff, or voluntary demotion, or the salary step of the scale 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 scale than the class from which the employee was promoted shall receive the salary step of the appropriate scale that would constitute an increase of salary most closely equivalent to but not less than five (5) percent of the employee's salary step before promotion, but not less than the minimum salary step of the new class nor greater than the maximum salary step of the new class. If a promotion occurs during the same pay period a merit increase is due and approved, the merit increase shall be computed first and subsequently the increase due to promotion.

An employee who receives a promotion from line staff to a supervisory position or class shall receive the salary step of the appropriate scale that would constitute an increase of salary most closely equivalent to but not less than ten (10) percent of the employee's salary step before promotion but not less than the minimum salary step of the new class or greater than the maximum salary step of the new class. If a promotion occurs during the same pay period 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 1,040 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 scale.

8.9 Salary – Upon Demotion During Probation (Failed 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 scale than the class from which the employee is demoted shall have the employee's salary step rate reduced to the salary step in the scale 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 scale 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 scale than the class from which the employee is demoted or displaced as a result of layoff shall receive the highest salary step in the scale for the new class which does not exceed the salary received before demotion or displacement but not exceeding the maximum of the salary scale 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 to another allocated position in the same job class shall be placed at the same salary step that the employee was receiving prior to the transfer.

A full-time or part-time employee who transfers from one allocated position in a job class to another allocated position in a closely related job class as defined in the Civil Service Rules for which s/he possesses the minimum qualifications shall be paid at the step in the new scale nearest in amount to what the employee received prior to transfer.

8.14 Salary – Upon Reallocation Of Class

An employee in a position of a class which is reallocated from one salary scale 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 Scale

Whenever a position is reclassified to a class that is allocated to the same salary scale, 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 Scale

Except as otherwise provided herein, whenever a position is reclassified to a class which is allocated to a higher salary scale, the salary of the incumbent shall be increased as provided by this Article upon promotion and include any subsequent merit increase considerations, as provided in section 8.16.2. For positions that are within the purview of the Civil Service Commission, when the Commission approves the reclassification of an incumbent employee to an existing job classification, which is allocated to a higher salary scale, the incumbent shall temporarily receive salary, as provided by the Article – Salary Upon Promotion, beginning the next available pay period after the Commission’s approval. The temporary pay will end on the effective date of the action in which the Board of Supervisors adopts the classification recommendation.

8.15.3 Salary – Upon Reclassification – Lower Salary Scale

Whenever a position is reclassified to a class which is allocated to a lower salary scale, 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 scale for the employee's class.

8.15.4 Salary – Upon Reclassification – New Job Classification

For reclassifications in which an incumbent employee is recommended by the Human Resources Director to be reclassified to a new job classification, the incumbent employee shall receive a temporary 5% premium beginning the next available pay period after the County and SEIU complete the meet and confer process regarding the new specification and the recommendation to reclassify the position. The temporary premium will end on the effective date that the classification recommendation is implemented or denied by the Civil Service Commission or governing body.

For any reclassifications to a new job class, the temporary premium does not guarantee a particular salary outcome for the new job classification/the meet and confer process. The official placement of incumbent employee salaries will be pursuant to the Article – Salary - Upon Promotion or Article – Salary – Upon Reclassification – Lower Salary Step.

8.15.5 Automatic Salary Increase

Whenever the date of approval for a classification study by the respective governing body is greater than two years from the date Human Resources notified the requesting party of approval to conduct the classification study, and when the final recommendation results in reclassifying an incumbent(s) to a job classification with a higher salary range, the incumbent shall automatically be entitled to receive a base hourly rate of pay 5% higher than that to which the employee is entitled under the article Salary – Upon Promotion, but which does not exceed the top salary step of the scale.

8.15.6 Benchmark Comparisons - Total Compensation

At the Union's request, one year before the expiration of the contract, the parties will meet to discuss the County's methodology for the Total Compensation Survey. The parties agree there will be no more than three (3) meetings of up to two (2) hours each, unless otherwise mutually

agreed.

8.16 Merit Advancement Within Salary Scale

8.16.1 Merit Increase – Not Automatic

Merit increases within a scale 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 scale for the class by computing the new salary step rate that 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 in-service hours within the current class equals 1,040 hours. Each such employee shall be considered for subsequent merit increases when the employee's total in-service hours at each step to which advanced equals 2,080 hours.

8.17 Merit Increase – Effective Date

All merit increases will be effective on the date that the employee is eligible in accordance with Section 8.16.

8.18 Salary – Reduction In Pay Upon Discipline

For a full-time and part-time employee who has their 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 1,040 hours in duration.

8.19 Deferred Compensation

8.19.1 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.

8.19.2 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>
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.

8.19.2.1 Deferred Compensation – Employee Appeal

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

8.19.2.2 Deferred Compensation – Non-Grievability

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

8.19.3 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.

8.20 Hourly Cash Allowance

The County shall pay each permanent full and part time employee, in addition to their hourly regular earning rate from the salary schedule, a cash allowance of \$3.45 per pay status hour that the employee is in paid status excluding overtime, up to a maximum of 80 hours in a pay period, (or approximately a maximum of \$600.00 per month).

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

Effective May 30, 2023, the County will reduce the hourly cash allowance to \$0.00 per pay status hour that the employee is in paid status, excluding overtime, up to a maximum of 80 hours in a pay period.

Effective the first full pay period in July 2023, and July 2024, each regular, full time, employee hired prior to June 30, 2023, who on the last day of the pay period are in a step below the “I” step of the salary scale, shall receive a one-time, non-recurring, pensionable lump sum payment in the amount listed below:

Salary Step as of June 30, 2023	Payment July 2023	Payment July 2024
A step:	\$1,268.80	\$811.20
B step:	\$1,123.20	\$540.80
C step:	\$977.60	\$374.40
D step:	\$832.00	\$208.00
E step:	\$665.60	\$20.80
F step:	\$499.20	-

G step:	\$332.80	-
H step:	\$166.40	-

The above amount shall be prorated for eligible part time employees based on their allocated full-time equivalent (FTE) as of the last day of the pay period.

The one-time payment will be subject to all applicable federal, state and local tax withholdings. The payment will not be included in wages for computations of overtime, benefits or for any other purpose.

In consideration for the foregoing, the County has agreed to increase the I step of the salary scale of each job classification identified in Appendix A by \$3.45/hour as set forth in Article 8.1 (Salaries).

8.21 Comparison Agencies

Unless mutually agreed to, all classifications within bargaining units 0001, 0005, 0010, 0025, 0080 and 0095, shall utilize the following for comparable agency purposes:

Alameda County, Contra Costa County, Marin County, Napa County, San Mateo County, Solano County, Santa Cruz County, Sacramento County, Santa Clara County, San Luis Obispo County, and the City of Santa Rosa shall all be included as comparable agencies.

The benchmark market average will henceforth be determined by calculating the total compensation of each benchmark classification within each agency within the composite list of eleven agencies then removing the two agencies showing the highest and lowest total compensation per benchmark classification.

For purposes of understanding market data in applicable classification studies, top-step salary of comparable job classifications within the composite list of eleven agencies will be determined, then the two agencies showing the highest and lowest top-step salary will be removed from the calculation. At least four match classes must exist in order to conclude there is sufficient market data. If less than six match classes exist, the highest and lowest will not be removed from the calculation.

ARTICLE 9: SPECIAL ASSIGNMENT PREMIUMS

9.1 Premium And Differential Pay – Overtime Computation

For statutory overtime, premium or differential pay provided in this Memorandum will be added to an employee's regular base hourly rate for computing overtime as required by the FLSA's regular rate of pay requirements. The premium and differential pays in this Article shall not be included in the base pay for the calculation of non-statutory overtime or for the calculation of any premium or differential pay. Premium or differential pays shall be compensated in cash in the pay period in which they are earned.

9.2 Shift Differential

All employees entitled to receive shift differential premiums shall be paid as follows:

Non-exempt employees on a 9/8/1 work schedule are not currently eligible for shift premiums due to lack of automated payroll audit capacity. The County intends to develop a solution no later than the first full pay period following July 1, 2017. Non-exempt employees on a 9/8/1 work schedule shall become eligible for shift differential under the following terms the first full pay period following implementation of the payroll solution or the first full pay period following July 1, 2017, whichever comes first.

An employee whose regular assigned work schedule starts at 6:00 a.m. or later and ends by 7:00 p.m. shall not be eligible for shift pay, except as provided herein.

For all other employees, shift premiums will apply for all hours actually worked within each zone. The evening zone begins at 2pm and ends at 10pm. The night zone begins at 10pm and ends at the end of the assigned shift.

Shift differential shall not be paid for time spent on standby, callback or for phone work.

In the event an employee whose regular assigned work schedule starts at 6:00 a.m. or later and ends by 7:00 p.m. is held over to work more than two (2) hours contiguous with his or her regular shift or if such employee is scheduled to work an evening or night shift, the employee shall receive shift differential for the additional hours worked (beyond his or her regularly assigned work schedule) that fall within each zone.

9.2.1 Shift Differential – Evening And Night

- a) Evening zone premium: five percent (5%) of the base hourly rate per hour, for each eligible hour as specified above in 9.2.
- b) Night zone premium: ten percent (10%) of the base hourly rate per hour, for each eligible hour as specified above in 9.2.
- c) Night zone premium: seventeen percent (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 9.2.

9.2.2 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 9.2.

9.3 Standby – Defined

Standby duty requires that an employee designated by the County 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 the employee's 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. No employee shall be paid for standby duty and other compensable duty simultaneously.

9.4 Standby – Compensation

When the County assigns an employee to standby duty, the County shall compensate the employee at the rate of \$4.75 per hour for all standby compensation. When the County assigns an employee to standby duty in the Human Services Department in the Adult and Aging and Family, Youth and Children Divisions, the County shall compensate the employee at the rate of seven dollars (\$7.00) per hour for all standby compensation.

If and when the County calls an employee back to work, the employee shall be paid call-back pay described in Sections 7.24 and 7.25, and shall not receive standby until the employee returns to standby status. The County shall not pay an employee for both call back and standby pay for the same hours worked.

9.5 Standby – Human Services Department: Adult Protective Services And Child Protective Services

To respond to reports of elder or child abuse, Adult and Aging Social Workers in the Adult and Aging Division (A&A) and Child Protective Services Social Workers (CPS Social Workers) in the Family, Youth and Children's Services Division (FY&C) who have been trained in Emergency Response Investigations and Standby Policies and Procedures may volunteer to be on standby as described in Section 9.3. All CPS Social Workers in FY&C and Adult and Aging Social Workers in A&A's Adult Protective Services Emergency Response Program must complete Emergency Response Investigations and Standby Policies and Procedures training by the end of their probationary period.

To support the Adult and Aging Social Workers and CPS Social Workers on standby, Adult and Aging Social Work Supervisors and Child Protective Services Social Work Supervisors (CPS Social Work Supervisors) who have been trained in supervising Emergency Response Investigations and Standby Policies and Procedures may volunteer to be on a separate standby rotation as described in Section 9.3. All Adult and Aging Social Work Supervisors in A&A's Adult Protective Services Emergency Response Program and CPS Social Work Supervisors must complete supervising Emergency Response Investigations and Standby Policies and Procedures training by the end of their probationary period.

At the option of each Division, employees may volunteer for standby assignments in a one (1) day or a one (1) week period.

In the event there are insufficient volunteers, the County may assign employees to be on standby in each Division as described in Section 9.3. CPS Social Workers and CPS Social Work Supervisors in FY&C and Adult and Aging Social Workers and Adult and Aging Social Work Supervisors in A&A's Adult Protective Services Emergency Response Program shall be assigned to standby on a rotating basis using the inverse seniority list with the following exemptions:

- a) Approved vacations will be honored and employees will be exempt from the mandated inverse seniority list for the time of their vacation.
- b) Individuals not trained in applicable Emergency Response Investigations and Standby Policies and Procedures will be exempt from the mandated inverse seniority list until they are trained.
- c) Employees with documented medical restrictions will be exempt from the mandated seniority list for the duration of their medical restriction.

- d) All probationary employees will be exempt from the mandated inverse seniority list.
- e) CPS Social Workers who have volunteered for at least two (2) standby shifts within a given month and CPS Social Work Supervisors who have volunteered for at least three (3) standby shifts within a given month are exempt from the mandated inverse seniority list for that month.

Employees may trade standby assignments with other employees once the standby calendar has been filled and posted.

9.6 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 extended leave of absence, must complete the required personnel forms and must meet the minimum qualifications of the higher classification. Such employee shall be paid 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 9.6.1 below.

9.6.1 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 "T" step in the lower class, in-service 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 "T" step of the lower class while temporarily assigned, all subsequent in-service 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 "T" step of the lower class when assigned to the higher class, in-service 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.

- c) 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 9.6.1(a), such hours shall not also count toward a merit increase in the higher class.

9.7 Bilingual Pay

A County Department Head may designate a bargaining unit position as a bilingual position requiring specific language bilingual skills on the average of at least 10 percent of the position's work time. Bilingual skills shall include translating, answering phone calls, research, and speaking or corresponding with clients in a language other than English. To be eligible for bilingual premium pay, the employee in the designated position must demonstrate a language proficiency of job-related terminology acceptable to the department head and the Human Resources Director.

The County shall pay the employee in a designated basic position a premium of one dollar and fifteen cents (\$1.15) per hour in addition to the employee's base hourly rate of pay.

Effective upon ratification and adoption of this agreement, the County shall pay the employee in a designated fluent position a premium of one dollar and fifty cents (\$1.50) per hour in addition to the employee's base hourly rate of pay.

9.7.1 Bilingual Pay – Termination Of

When a department head determines that a designated bilingual employee is no longer utilizing their bilingual skills at least ten percent (10%) percent of the employee's time for three consecutive pay periods, the County may remove the employee from the list of designated bilingual employees, and the employee will no longer be entitled to receive Bilingual Pay, unless redesignated by the department head at a later date.

9.7.2 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 ten percent (10%) 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 9.7 above for all hours actually worked in a daily assignment.

9.8 Hazard Pay

The County shall pay an employee a premium of \$1.50 per hour or portion of an hour in addition to the employee's base hourly rate of pay for each hour assigned and actually worked performing one of the duties listed in this Section.

- 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 or suspended scaffolds, boatswain chairs, steep embankments using repelling rope or working up on or at the base of pile driving leads supported by boom cranes or
- e) climbing into trees or working out of boom type elevated equipment while engaged in 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 Vegetation Specialist and Vegetation Control Advisor 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 9.8.

9.9 Animal Removal Assignment – Animal Control Officer

Employees in the job class of Animal Control 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 five percent (5%) of the “T” step of an Animal Control 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 Truck Operation – Definitions

9.10.1 Definition Of Heavy Truck

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.

9.10.2 Qualification To Drive And Service A Heavy Truck

To be eligible and qualified to drive and service a heavy truck, an employee must possess valid California Tanker Endorsements in addition to the Class A Driver’s license.

9.10.3 Heavy Trucks Operation – Continuing Assignment

The County may assign eligible and qualified employees in the classifications of Maintenance Worker II, or Water Agency Maintenance Worker II, or Fairground Maintenance Worker, or Senior Fairgrounds Maintenance Worker to drive and provide service maintenance on heavy trucks as a continuing assignment. The County shall pay a premium of \$1.50 per hour or portion of an hour in addition to the employee’s base hourly rate of pay for each hour actually worked in the continuing assignment of driving and providing service maintenance on heavy trucks. The County may terminate the continuing assignment at any time.

9.10.4 Heavy Trucks Operation – Daily Or Intermittent Assignment

The County may assign eligible and qualified employees in the classifications of Bridge Worker, Maintenance Worker I and II, Water Agency Maintenance Worker I and II, Disposal Worker I, Fairground Maintenance Worker, Senior Fairgrounds Maintenance Worker, Parks and Grounds Maintenance Worker I and II, or Senior Agriculture Program Assistant to drive a heavy truck and do service maintenance as required on a day-to-day or intermittent basis. The County shall pay a premium of \$2.47 per hour or portion of an hour in addition to the employee's base hourly rate of pay for each hour actually worked in the daily or intermittent assignment of driving and providing service maintenance on heavy trucks. The County may terminate the daily or intermittent assignment at any time.

9.11 Heavy Equipment Operation

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).

To be eligible and qualified to operate heavy equipment:

- An employee working for the Department of Transportation & Public Works or Sonoma County Water Agency must possess valid California Class A Driver's license and must successfully complete forty (40) hours of County provided training.
- An employee working for Regional Parks or Fairgrounds must successfully complete forty (40) hours of County provided training.

The County may assign eligible and qualified employees in the classifications 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 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. The County shall pay a premium of \$2.47 per hour in addition to the employee's base hourly rate of pay for each hour or portion of hours actually worked operating and providing service maintenance on heavy construction equipment. The County shall not pay the employee this premium pay for operating heavy equipment during the employee's 40 hours of training.

An employee in the class of Bridge Worker or Maintenance Worker II - HT (Section 9.11) shall be entitled to receive a premium of ninety-nine cents (\$0.99) per hour or portion of an hour actually worked operating and providing service maintenance on heavy construction equipment.

9.12 Heavy Equipment – Crane Operator

A Crane is defined as a 17 ton or greater crane.

To be eligible and qualified to operate a crane, an employee must possess the appropriate valid California Driver's license with the required endorsements for operating a 17 ton or greater crane and must be trained and certified.

The County may assign an employee in the class of Senior Bridge Worker, Bridge Worker, or Bridge Supervisor assigned to on-site operation of the crane. The County shall pay a premium of five percent (5.0%) in addition to the employee's base hourly rate of pay for each hour or portion of an hour assigned and actually worked operating the crane (excluding transportation) or supervising the rigging and/or signaling/spotting for the crane operator.

9.13 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 one dollar and four cents (\$1.04) per hour or portion of an hour in addition to the employee's base hourly rate of pay for each hour or portion of an hour assigned and actually worked operating this piece of equipment.

9.14 Employees Performing Sexual Assault Exams

Employees in the Nurse Practitioner / Physician's Assistant, and / or Staff Nurse I / II classifications shall perform sexual assault exams.

9.14.1 Training To Perform Sexual Assault Exam

The County shall train employees in the Nurse Practitioner / Physician's Assistant, and / or Staff Nurse I / II classifications in medical protocols established by the County's Department of Health Services. As part of the training, the County shall provide employees in these classifications with electronic or hard copies of relevant medical protocols.

9.14.2 Daily-On-Call Stipend

The County shall assign employees in the Nurse Practitioner / Physician's Assistant, and / or Staff Nurse II / I classifications to the weekly rotation for daily-on-call duty in the Sexual Assault Exam Program. Each assigned employee shall remain on-call and available to perform sexual assault exams during the scheduled eight-hour period of time assigned as daily-on-call duty. The County shall pay each assigned employee a daily-on-call stipend of one hundred and fifty dollars (\$150) per eight-hour period served on daily-on-call duty regardless of whether an exam is performed during said shift. The County shall prorate the stipend if the employee is assigned to a daily-on-call duty other than eight hours. Such proration shall be based on the relationship the employee's on call period bears to an eight-hour period.

9.14.3 Stipend For Each Sexual Assault Exam

In addition to the daily-on-call stipend described in 9.14.2, the County shall pay each employee assigned to daily-on-call duty in the Sexual Assault Exam Program who is assigned to perform a sexual assault exam a stipend of six hundred dollars (\$600) per sexual assault exam performed.

9.15 Premium Pay – Extra-Help Employees

The County shall pay a premium of ten percent (10%) in addition to the employee's base hourly rate of pay for each hour assigned and actually worked as an 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.

The County shall pay a premium of twenty percent (20%) in addition to the employee's base hourly rate of pay for each hour actually worked as an 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.

9.16 Premium Pay – Gen'l Assist., Prob. Youth Camp, Jail Crews

a) The County shall pay a premium of five percent (5%) in addition to the employee's base hourly rate of pay for each hour actually worked as a non-supervisory employee 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. The County shall pay a premium of seven and one-half percent (7.5%) in addition to the employee's base hourly rate of pay for each hour actually worked as a non-supervisory employee assigned to lead such a crew of six (6) or more persons. The County shall not pay an employee for both premium pays for the same period of time.

- 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 County shall pay a premium of five percent (5.0%) in addition to the employee's base hourly rate of pay for each hour actually worked if the highest number of youths supervised during each work day is less than six persons. County shall pay a premium of seven and one-half percent (7.5%) in addition to the employee's base hourly rate of pay for each hour actually worked if the highest number of youths supervised during each work day is six or more persons. County shall not pay an employee for both premium pays for the same period of time.
- c) Sections "a" and "b" above do not apply to Probation Assistants, who are receiving an equity adjustment to recognize duties performed.

9.17 Nursing – Additional Degrees Premium Pay

A nurse may only be eligible for premium pay based on one of the following additional degrees. In the event a nurse has more than one degree, the following premium pays shall not be cumulative.

Each Registered Nurse who is employed in the class of Staff Nurse I, Staff Nurse II, Psychiatric Nurse, Supervising Public Health Nurse or Supervising Staff Nurse who holds a baccalaureate degree in nursing, shall be paid according to the salary range which is greater by five percent (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 five percent (5%) than the range to which the employee's class is allocated.

Each registered nurse in any of the above classes or Supervising Public Health Nurse who holds a master's degree in nursing shall be paid according to the salary range which is greater by seven and one-half percent (7.5%) 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 that is greater by seven and one-half percent (7.5%) than the range to which the employee's class is allocated.

Each Physician's Assistant or Nurse Practitioner who holds a Master's Degree in Physician Assistant or Nursing shall be paid according to the salary range which is greater by seven and one-half percent (7.5%) than the range to which the employee's class is allocated.

9.18 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 who is receiving a premium, shall receive a five percent (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 five percent (5%) above the salary range and nursing degree premium for FNP-MS).

9.19 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.

9.20 Premium Pay – No Rest Break At Disposal Transfer Station

Notwithstanding the provisions of Section 7.21 (Rest Periods), an employee may be prohibited from taking rest breaks by sole assignment to a refuse disposal transfer station by the County. For each day an employee is prohibited from taking a rest break under this Section 9.20, 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.

9.21 Assignment To Detention Facilities

When an employee is assigned to one of the following detention facilities: Main Adult Detention, North County Detention, Juvenile Hall, Probation Youth Camp, Sierra Youth Center, the County shall pay such employee the following premium pays:

Janitor or Head Janitor	5.0% premium pay above the employee's base hourly rate for all hours actually worked.
Assistant Cook, Cook or Chef currently eligible for this premium pay.	10.0%-premium pay above the employee's base hourly rate for all hours actually worked.
Assistant Cook, Cook or Chef, becomes eligible for this premium pay on or after March 19, 2013 for the first time.	5.0%-premium pay above the employee's base hourly rate for all hours actually worked.
Psychiatric Nurses, Staff Nurse(s) I/II and Family Nurse Practitioner/Physician Assistants.	10.0%-premium pay above the employee's base hourly rate for all hours actually worked.

9.22 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 twenty-five percent (25%) or more of the Supervisor's time, Supervisor will receive a premium pay five percent (5%) above the employee's base hourly rate for all hours assigned and actually worked.

9.23 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 ten percent (10%) premium for all hours assigned and actually worked.

9.24 Crisis Stabilization Unit (CSU) Premium Pay:

For each hour or portion of an hour assigned and actually worked in the Crisis Stabilization Unit (CSU), employees shall be paid an additional five percent (5%) premium pay.

ARTICLE 10: EXPENSES, MATERIALS, AND REIMBURSEMENTS

10.1 Tools And Equipment – Provided By County

Except as provided in Subsection 10.2 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 Wildlife Specialist – Hunting Dogs

The parties estimate that the time the Wildlife Specialist 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 Wildlife Specialist 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. For travel occurring after Board adoption of this successor MOU, employees requesting mileage reimbursement under this provision must submit a request for reimbursement no later than 90 days following the date of travel.

10.5.1 Employee Commute Program

County employees (full-time, part-time and extra-help) are eligible to utilize transit routes provided through Sonoma County Transit and or Santa Rosa City Bus for the purpose of commuting to and from work, and or on County business. This program is provided at no cost to the employee and is a qualified transportation benefit, the value of which is excluded from taxable income pursuant to the Internal Revenue Code.

10.6 Safety Equipment And Safety Uniforms, County Issued Uniforms, Uniform Allowance, And Safety Boots/Shoes Allowance

10.6.1 County Issued Safety Equipment And Safety Uniforms

In its sole discretion, the County shall determine the protective safety equipment and safety uniforms required by County regulations, CAL OSHA, State, or Federal regulations/law for the assigned tasks. In its sole discretion, the County shall determine which classifications shall use County Issued Safety Equipment and wear Safety Uniforms as a condition of employment. The parties acknowledge that County Issued Safety Equipment and Safety Uniforms are not suitable for everyday wear outside working hours, and that employee shall use the equipment and wear the uniforms only while on duty and traveling to and from County work. Employees in the classifications required to wear County Issued Safety Uniforms shall wear the uniforms as a condition of employment while on County duty. The County shall provide that protective safety equipment and safety uniforms for use by employees in those classifications performing the assigned tasks.

10.6.2 County Issued Uniforms

For the purpose of this Section, uniforms shall be defined as any articles of clothing required as an element of a County uniform. In its sole discretion, the County shall determine which classifications shall wear uniforms as a condition of employment. The parties acknowledge that County uniforms are not suitable for everyday wear outside working hours, and that employee shall wear the uniforms only while on duty and traveling to and from County work. Employees in the classifications required to wear uniforms shall wear the uniforms as a condition of employment while on County duty.

For employees required to wear a County Issued Jacket, the County shall provide one jacket (unless otherwise specified in this Article) at the time of employment and another jacket every third year of continued employment in a classification described in this section. Employees at the Airport who are provided uniforms shall be issued two (2) uniform jackets.

The classifications described in this Section are listed in Appendix B under the heading, "Section 10.6.2 County Issues Uniforms." Appendix B shall be attached to and incorporated into this agreement as "Appendix B Safety Equipment and Safety Uniforms, County Issued Uniforms, Uniform Allowance, and Safety Boots/Shoes Allowance."

In the event the County determines that additional classifications shall be required to wear County Issued Uniforms, the parties agree to add those classifications to this Appendix B.

10.6.3 Water Agency Uniforms

The County agrees to provide rented uniforms to employees in the classifications listed in Appendix B under the heading, "Section 10.6.3 Water Agency Uniforms." Appendix B shall be attached to and incorporated into this agreement as "Appendix B Safety Equipment and Safety Uniforms, County Issued Uniforms, Uniform Allowance, and Safety Boots/Shoes Allowance." Such uniforms shall include two (2) jackets and safety t-shirts which may be worn as an alternative to the regular uniform shirt. As a condition of employment, unit members who are provided a uniform shall wear the uniform during work hours.

The employees must return uniform(s) to the Water Agency's designated location on a weekly or bi-weekly basis, as determined by the department for laundering. All rented uniforms will be accounted for in this process and evaluated for appropriate repairs and replacements.

The classifications described in this section are listed in Appendix B under the heading, "Section 10.6.3 Water Agency Uniforms." Appendix B shall be attached to and incorporated into this agreement as "Appendix B Safety Equipment and Safety Uniforms, County Issued Uniforms, Uniform Allowance, and Safety Boots/Shoes Allowance."

In the event the County determines that additional Water Agency classifications shall be provided rented uniforms, the parties agree to add those classifications to this Appendix B.

10.6.4 Replacement Of County Issued Uniforms, Safety Equipment Or Uniforms

The County shall replace or repair worn out or damaged County issued uniforms or safety equipment or safety uniform as long as the employee remains assigned to a classification listed in Appendix B, Sections 10.6.2, or 10.6.3, and is required to wear a uniform as a condition of employment. To obtain a replacement or repaired county issued uniform, safety equipment or safety uniform, the employee must turn in the worn out or damaged uniform to the designated department manager, request a replacement, and verify that the employee did not cause the damage to the County issued uniform, safety equipment or safety uniform.

10.6.5 Annual Uniform Allowance

For the purpose of this section, uniforms shall be defined as any articles of clothing required as an element of a County uniform. The County agrees to issue three (3) shirts to each employee in the classifications described in this section. Additionally, the County agrees to pay full-time employees in the classifications described by this Section an annual uniform allowance in the form of a voucher in the amount of three hundred dollars (\$300) as a contribution towards the purchase, repair, or replacement of required elements of a County uniform. The County agrees to pay part-time employees in the classifications described by this section an annual uniform allowance in the form of a voucher in the amount of one hundred and fifty dollars (\$150) as a contribution towards the purchase, repair, or replacement of required elements of a County uniform. The uniform allowance shall be paid annually on the first payday of each fiscal year.

The parties acknowledge that County uniforms are not suitable for everyday wear outside working hours, and that employee shall wear the uniforms only while on duty and traveling to and from County work. Employees in the classifications required to wear uniforms shall wear the uniforms as a condition of employment while on County duty.

The classifications described in this Section are listed in Appendix B under the heading, "Section 10.6.5 Annual Uniform Allowance." Appendix B shall be attached to and incorporated into this agreement as "Appendix B Safety Equipment and Safety Uniforms, County Issued Uniforms, Uniform Allowance, and Safety Boots/Shoes Allowance."

In the event the County determines that additional classifications shall be provided an Annual Uniform Allowance, the parties agree to add those classifications to this Appendix B.

10.6.6 Uniform Cleaning Allowance

Group 1: The County agrees to provide full-time and part-time employees in the classifications described in this Subsection \$7.30 for each pay period the employee is in paid status, as a contribution toward the cost of cleaning uniforms. Additionally a semi-annual uniform allowance of \$93.00 shall be paid semi-annually to all eligible employees in pay status on the first payday in October and April and shall be used towards the cost of repairing and replacing uniforms.

The classifications described in this subsection are listed in Appendix B under the heading, "Section 10.6.6 Uniform Cleaning Allowance (1)."

Appendix B shall be attached to and incorporated into this agreement as “Appendix B Safety Equipment and Safety Uniforms, County Issued Uniforms, Uniform Allowance, and Safety Boots/Shoes Allowance.”

Group 2: For employees in the classifications listed in Appendix B under the heading “Section 10.6.6 Uniform Cleaning Allowance (2),” the County will provide a work clothes cleaning allowance of \$7.30 for each pay period the employee is in paid status.

10.6.7 Safety Boot / Shoe Allowance

In its sole discretion, the County shall determine the protective safety boots and shoes required by County regulations, CAL OSHA, State, or Federal regulations/law for the assigned tasks. In its sole discretion, the County shall determine which classifications shall wear safety boots or safety shoes as a condition of employment.

Upon initial employment and annually on the first payday of each fiscal year, the County shall provide an annual voucher of three hundred dollars (\$300) towards the purchase of required safety boots or an annual voucher of two hundred dollars (\$200) toward the purchase of required safety shoes for each employee in classifications required to wear protective safety boots or shoes while performing the assigned tasks.

The County shall not pay any additional amount of allowance for insoles, laces, or waterproof boot conditioner. However, if an employee has money left over in the safety boot/shoe allowance voucher amount, an employee may use the remaining amount for purchase of additional pairs of boots/safety shoes, insoles, laces or waterproof boot conditioner.

The classifications described in this Section are listed in Appendix B under the heading, “Section 10.6.7 Safety Boot/Show Allowance.” Appendix B shall be attached to and incorporated into this agreement as “Appendix B Safety Equipment and Safety Uniforms, County Issued Uniforms, Uniform Allowance, and Safety Boots/Shoes Allowance.”

In the event the County determines that additional classifications must wear protective safety boots or safety shoes, the parties agree to add those classifications to Appendix B.

10.6.8 Special Provisions – Uniforms And Safety Boot / Shoe

Employees must be employed a minimum of six (6) months to be eligible for any replacement benefits listed in Sections 10.6.2-10.6.7.

Each employee issued prescribed uniforms, allowance, safety boot/shoe voucher or safety apparel shall wear and use all items required for the employee's specific work assignment. Any employee not in conformance with Section 10.6 may be subject to discipline and/or withholding of allowance payments.

Any employee who terminates employment with the County must return all uniform and safety apparel items to the County except safety boots/shoes (no rubber boots) and prescription safety glasses.

10.6.9 Park Ranger III – Protective Vests

If an employee in the affect classification purchase a Class II protective vest and legislation passes (which requires mandatory issue be 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 & Training

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 – 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.

11.1.3 Staff Development – Resources

Resources for staff development include Departmental In-service Training Funds, Continuing Education Leave and Departmental Travel Funds, employee-paid training expenses, and the Staff Development and/Wellness Benefit Allowance.

11.1.4 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.

11.1.5 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.

11.1.6 In-Service Training – Program

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

11.1.7 In-Service 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. In-service training time shall be considered as regular hours worked. When more than one employee within a department requests to attend in-service 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 11.1.7 seniority (continuous service) shall be defined as in-service hours from the date of appointment in the respective department.

11.2 Staff Development and Wellness Benefit Allowance Program

The Department of Human Resources shall develop, modify, implement and administer administrative/programmatic guidelines to remain in compliance with IRS regulations, based on the Staff Development and/ Wellness Benefit Allowance Program.

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

and may request reimbursement for allowable expenses, as defined in the Program Administrative Manual.

All policies governing the program including any categories of items and services eligible for the Staff Development and Wellness Benefit

Reimbursement Program will be documented in a manual and posted on a County website available to employees.

The County shall provide the Union a minimum of 30 days' notice prior to any change to the Staff Development and Wellness Benefit Allowance Program.

11.2.1 Staff Development and Wellness Benefit Allowance – Amounts

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

<u>Bargaining Unit</u>	<u>Full time</u>	<u>3/4 time</u>	<u>Part time</u>
	<i>Allowance</i>	<i>Allowance</i>	<i>Allowance</i>
Non-supervisory (0001,5,10,25)	\$500	\$500	\$250
Non-supervisory (0080)	\$600	\$600	\$300
Supervisory (0095)	\$650	\$650	\$325

Total funds per fiscal year can be used for Staff Development and/or Wellness expenditures. The Staff Development funds may be used towards reimbursement for the purchase of computer hardware and mobile devices as defined in the Staff Development and Wellness Reimbursement Program Administrative Manual.

Unused funds may not be carried over into the next fiscal year. Use of funds are subject to the Staff Development and/Wellness Reimbursement Program Administrative Manual and may be taxable pursuant to the Internal Revenue Code.

11.2.2 Wellness Benefit

The total annual maximum Staff Development Benefit Allowance allowed under Section 11.2.1 is available for wellness related taxable expenses, such as reimbursement of regular physical fitness program costs, weight reduction and smoking cessation programs (including patches).

An eligible employee may request reimbursement for allowable expenses, upon approval of the appointing authority, and as defined in the County's Staff Development Benefit Allowance Program Administrative Manual.

11.3 Review of Denied Reimbursements

Upon request, denied reimbursement requests made under Article 11.2 will be reviewed by the Director of Human Resources. Within thirty (30) days, the Director of Human Resources will determine whether denied reimbursements are reimbursable.

11.4 Training – Extra Help

Extra-Help Employees are eligible to attend training classes with advanced approval from the County. If the class is scheduled on a day and time when the employee is scheduled to work, attendance at the class will be considered work time. If the employee is not scheduled to work during the time the class is scheduled, attendance at optional classes will be on the employees own time. Mandatory training will be considered work time.

11.5 Sunset of Staff Development and Wellness Benefit Allowance Program

Effective 11:59 p.m. on June 30, 2025, sections 11.2, 11.2.1, 11.2.2, and 11.3 shall sunset.

ARTICLE 12: HEALTH & WELFARE BENEFITS FOR ACTIVE EMPLOYEES



12.1 Active Employee Health Plans

An eligible employee is:

- A County of Sonoma probationary or regular full-time, or probationary or regular part-time employee (refer to Section 12.2.6 regarding plans offered and pro-ration of benefits for part-time employees).

Eligible employees may enroll eligible dependents. Eligible dependents are (as defined in each plan document/summary plan description):

- Either the employee's spouse or domestic partner; and/or
- A child/children up to age 26 or a disabled dependent child regardless of age.

An eligible employee is allowed only to enroll either as a single subscriber in a County offered medical, dental, vision plan, and/or dependent life insurance, or as the dependent spouse/domestic partner of another eligible County employee/retiree, but not both.

If an employee is also eligible to cover their dependent child/children, each child will be allowed to enroll as a dependent on only one employee or retirees' plan (i.e., an employee and his or her dependents cannot be covered by more than one County offered Health plan).

12.2 Enrollment In County Offered Health (Medical, Dental, Vision, Life Insurance) Plans

Election to enroll in a County offered health plan is required within the first 31 days following date of hire to permanently allocated position of .40 FTE or greater or it will be made during an annual enrollment period. Enrollment in vision and basic life insurance is automatic. Mid-year enrollment can only be permitted as allowed by IRC Section 125 or as required by HIPAA or other applicable regulations.

The effective date of benefits will be the first of the month following enrollment.

Health plan coverage will be paid on a semi-monthly basis (24 payments per year).

12.2.1 County Offered Medical Plan(s)

The County will offer at least three medical plans. The benefit provisions, co-payments and deductibles of each plan are outlined in the Summary Plan Description or Evidence of Coverage.

Effective June 1, 2024, the County will offer at least two HMO plans: the Kaiser HMO (\$10.00 co-pay) plan and one other HMO plan. The County Health Plan PPO and EPO will be closed to new enrollment. Employees enrolled in the County Health Plan as of May 31, 2024, will be allowed to remain in the plan.

Specific reference to a vendor listed above does not obligate the County to continue to offer a medical plan offered by a specific vendor. The County may change health insurance carrier(s) and/or network provider(s), provided the plan design(s) are substantially equivalent.

12.2.2 County Contribution Toward Active Employee Medical Benefits

The County shall contribute up to maximum of the following amounts based on level of coverage for employees enrolled in County-offered medical coverage for any eligible full-time regular employee and their eligible dependent(s).

Employee only	\$834 per month (\$417 semi-monthly)
Employee plus one	\$1,668 per month (\$834 semi-monthly)
Family	\$2,358 per month (\$1,179 semi-monthly)

County Contribution-Plan Year 2023-2024

Effective the pay period beginning May 16, 2023, the County shall contribute up to maximum of the following amounts based on level of coverage for employees enrolled in County-offered medical coverage for any eligible full-time regular employee and their eligible dependent(s).

Employee only	\$851 per month (\$425.50 semi-monthly)
Employee plus one	\$1,701 per month (\$850.50 semi-monthly)
Family	\$2,405 per month (\$1,202.50 semi-monthly)

County Contribution – Plan Year 2024-2025

Effective the pay period beginning May 14, 2024, the County shall contribute up to maximum of the following amounts based on level of coverage for employees enrolled in County-offered medical coverage for any eligible full-time regular employee and their eligible dependent(s).

Employee only	\$893 per month (\$446.50 semi-monthly)
Employee plus one	\$1,786 per month (\$893 semi-monthly)
Family	\$2,525 per month (\$1,262.50 semi-monthly)

County Contribution – Plan Year 2025-2026

Effective the pay period beginning May 13, 2025, the County shall contribute up to maximum of the following amounts based on level of coverage for employees enrolled in County-offered medical coverage for any eligible full-time regular employee and their eligible dependent(s).

Employee only	\$938 per month (\$469 semi-monthly)
Employee plus one	\$1,876 per month (\$938 semi-monthly)
Family	\$2,652 per month (\$1,326 semi-monthly)

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

The County shall contribute to part-time eligible employees on a pro-rated basis, in accordance with Section 12.2.6.

12.2.3 Dental Benefits

The County offers dental and orthodontic benefits to full and part-time regular employees and their eligible dependent(s). Benefits provisions, co-payments and deductibles are outlined in the Evidence of Coverage.

The employee contribution is \$14.13 semi-monthly (\$28.26 per month).

The County shall contribute to part-time eligible employees on a pro-rated basis in accordance with Section 12.2.6.

12.2.4 Vision Benefits

The County offers vision care benefits to full-time active employees and their dependent(s) with no employee contribution.

Part-time employees are automatically enrolled in the vision benefit and the County shall contribute to part-time eligible employees on a pro-rated basis in accordance with Section 12.2.6. Benefits provisions, co-payments and deductibles are outlined in the Evidence of Coverage.

12.2.5 Life Insurance

Basic Life:

The life insurance coverage amount for employees in the 0001, 0005, 0010, 0025, 0080, and 0095 bargaining units will be in an amount equal to one (1) times their annual base salary. Enrollment in basic life insurance is automatic, based on eligibility.

Dependent Life:

Each eligible and enrolled employee may purchase, through payroll deduction, dependent coverage of \$5,000 for each eligible dependent. Benefits provisions are outlined in the Schedule of Insurance or Group Insurance Policy.

Supplemental Life:

Eligible employees may purchase additional life insurance coverage for themselves at their own expense upon initial eligibility or during the enrollment periods specified in Section 12.2.

The employee may purchase supplemental coverage in increments of \$10,000, not to exceed a combined basic and supplemental life coverage maximum of \$500,000, in accordance with the insurance carrier's policy.

Participating employees and the County will be required to follow the insurance company's contracted requirements with respect to maximum amounts and the necessity for evidence of insurability in order to be eligible to receive the benefit as may be amended from time to time and may be based on actual participation by County employees in the program. 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.

12.2.6 Part-Time Employees – Health Benefits

Part-time employees in allocated positions of 32 hours or more biweekly (.40 FTE minimum) shall be eligible to participate in the County's medical, dental and vision plans and the County's contribution toward their premiums shall be pro-rated. Pro-ration shall be based on the number of pay status hours in the pay period, excluding overtime and including periods of qualified FMLA and CFRA leaves without pay.

12.2.7 Health Reimbursement Arrangement (HRA) Contribution

County contributions pursuant to this article will be available to Plan participants for reimbursement of eligible medical care expenses as incurred by an eligible employee or dependent(s) as defined under Internal Revenue Code Sections 105 and 106. The plan and benefit provisions plan are outlined in the County of Sonoma Health Reimbursement Arrangement (HRA) Plan Document.

HRA contributions made pursuant to this article are separate and apart from HRA contributions and benefit eligibility criteria for Retiree Medical for employees hired on or after January 1, 2009, pursuant to Article 13.3.

12.3 Employee Assistance Program

The County provides an Employee Assistance Program for all employees at no cost to the employee.

Upon Union request, the County will meet and confer with the Union regarding any substantive changes to the Employee Assistance Program.

12.4 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 shall meet and confer with the Union. In accordance with existing practice, this Section 12.4 is neither grievable nor arbitrable.

12.5 Short-Term Disability

SEIU makes available an optional short-term disability benefit program with premiums fully paid by the employee. The County shall deduct applicable premiums for coverage through payroll deductions. Upon request of the Union, the County 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 as requested to will cooperate fully with the County, but the County reserves the right to conclude such an integration if it becomes unworkable or beyond the County's resources available for payroll maintenance activities.

12.6 Long-Term Disability

The County shall provide and pay the premium for a Long-Term Disability (LTD) benefit as described in the applicable policy certificate to all full and part-time employees (0.4 FTE minimum) who meet the eligibility requirements. Enrollment in the Long-Term Disability benefit is automatic. The Policy Certificate can be found at:

<http://sonomacounty.ca.gov/WorkArea/DownloadAsset.aspx?id=2147518800>

The benefit waiting period is the longer of 60 days, or the period you elect to receive paid leave. Employees eligible to received LTD benefits are not required to exhaust sick leave before receiving LTD benefits, but an employee who chooses to use sick leave or other paid leave after the 60th day of disability is not eligible to receive any LTD benefits until the employee stops using paid leaves. LTD benefits cannot be supplemented with any paid leave.

LTD benefits will be offset by any applicable income, such as, short-term disability benefits, social security and social security disability benefits, etc.

12.6.1 Long-Term Disability Claims Dispute

The claims dispute process is described in the Policy Certificate. Human Resources Risk Management Division will assist employees with claims dispute processing.

12.7 Workers' Compensation Claims Dispute

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

12.7.1 Workers' Compensation Temporary Disability – Supplementing With Paid Leave

An employee not entitled to the benefits of Labor Code Section 4850 who is absent from work by reasons of industrial injury compensable by temporary disability shall supplement such compensation with enough paid leaves to increase the employee's gross earnings to equal the employee's regular biweekly base salary as follows:

- All sick leaves shall be taken until the remaining sick leave balance is forty (40) hours or less.
- Once the sick leave balance is forty (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 the employee's base salary.
- Employees whose sick leave balance is forty (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.

12.8 Continuation of Health and Welfare 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 allocated full-time equivalent in a pay period, the County will cease to pay its normal benefit contributions, except as noted in 12.8.1 and 17.12.1. The employee must pay the total benefit premiums if the employee desires to continue any coverage for a period no longer than six (6) months. Beginning with the first day of the seventh month, the employee will be entitled to continued health coverage through COBRA Continuation of Coverage and is responsible for making a timely election and paying the COBRA premiums by the due date.

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.

12.9 Medical, 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 medical, 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 health coverage through COBRA Continuation of Coverage and is responsible for making a timely election and paying the COBRA premiums by the due date. 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 12.9 (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/CPDL. The employee's entitlement under COBRA law begins when the employee is no longer eligible for a County contribution toward medical benefits. When the employee returns to 50% allocated full-time equivalent in pay status, eligibility for a County contribution toward health benefits is regained. Benefit coverage begins the first of the following month once a completed and signed Employee Benefit Enrollment/Change for is received by Human Resources Benefits Unit within 31-days of the return from leave.

12.10 Continuation Of Health Benefits Coverage

An employee who is entitled to continued benefit coverage as specified in Section 12.8 (Medical, Dental & Vision Benefits – LWOP or Unpaid Absence), Subsection 17.12.1 (Leaves – Stipend Education Leave – Health Benefit Continuation), and/or Section 12.9 (Medical, Dental & Vision Benefits - Medical or Pregnancy Disability) above, must notify the ACTTC no later than five (5) County business days after the first day of the leave of absence, of the employee's intent to continue insurance coverage. A Request for Leave Without Pay form signed by the employee and the employee's appointing authority shall be forwarded to the ACTTC's Office when leave is authorized. To assure continued insurance coverage, premiums shall be paid by the employee to the ACTTC's Office no later than the last day of the pay period or the date specified in the notice. If the employee fails to pay the premium by the last day of the pay period, the employee will receive one reminder notice. In order to prevent a lapse in coverage due to non-payment, the employee shall pay a \$25.00 late charge in addition to the premium amount due by the date specified in the reminder notice. Only one reminder notice will be sent. If the employee fails to make proper payment within 30 days of the first due date, the employee's medical, dental, vision, life insurance and LTD coverage shall be terminated. Coverage will not be reinstated until the 1st of the month following return to pay status once a completed and signed Employee Benefit Enrollment/Change form is received by Human Resources Benefits Unit within 31-days of the return from leave.

12.10.1 Part-Time Employees – Health Benefits During Leave Of Absence

Part-time employees shall be eligible to participate in the medical benefit plans and/or the dental plans on a prorated basis, as defined in Section 12.2.6. 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. Part-time employees shall be entitled to participate in long-term disability as specified in Section 12.6 (Long-Term Disability).

12.10.2 COBRA

The County provides continuation of health 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.

12.11 Salary Enhancement Plans

IRS Section 414(h)(2)

All employees who belong to the Sonoma County Employee Retirement Association 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.

IRS Section 125:

Premium Conversion

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

Health Flexible Spending Account

The County provides a Health Flexible Spending Account (FSA) to enable eligible employees to set aside pre-tax dollars for reimbursement of employee's qualified medical expenses not reimbursed by the employee's health insurance plan and will be provided to the maximum amount stipulated in the Plan and consistent with law.

Dependent Care Assistance Program

The County provides a Dependent Care Assistance Program subject to the limitations and maximums as stipulated under law.

All of the above plans will be administered by the County in accordance with applicable Federal and State laws as amended and, as such, will not be grievable or arbitrable.

12.12 Extra-Help Employees

Only benefits required by law and the following sections of Article 12 apply to extra-help employees: 12.4 (Malpractice Coverage), 12.7 (Workers' Comp-Claims dispute), 12.10.2 (COBRA), Sections 12.12.1 through 12.12.7 (Extra-Help Employees – Medical Benefits), 12.13 (Plan Documents and Other Controlling Documents).

12.12.1 Extra-Help Employees – Medical Benefits

Extra-help employees shall have access to a medical plan.

The County will offer all available health plans, excluding the County EPO and County PPO plans, to eligible extra help employees and their eligible dependent(s) as is provided to regular employees as described in Article 12.2.1.

12.12.2 Medical Benefits – Extra-Help Employees:
Eligibility

Employees who meet the following criteria will be eligible to begin payroll deductions once both criteria are met:

- Must generally be scheduled to work at least forty (40) hours per pay period, and
- Worked at least 80 hours in the previous two (2) pay periods.

Once an employee has been deemed eligible based on the above criteria, employees shall not be dis-enrolled for no longer meeting the criteria.

12.12.3 Extra-Help Employees: Contribution For Medical
Plan

Effective with the first premium due, the County contribution shall be up to \$400 per month.

Pro-ration shall be as follows:

1. For each pay period in which the extra-help employee works 40 or more hours, the full County contribution will be paid.
2. For each pay period in which the extra-help employee works more than 20 but fewer than 40 hours, the above amounts shall be prorated in proportion to the number of hours worked in the pay period.
3. For each pay period in which the extra-help employee works fewer than 20 hours, no County contribution will be made.
4. Premiums for the plan will be paid in advance on the first two pay dates of the month prior to the coverage effective date and on the first two pay dates of every month thereafter. When payment has been made in full, coverage will take effect on the first of the

month following payment and shall end on the last day of the same month. Coverage will be month to month and is dependent on full payment of premiums and subject to continued eligibility.

The employee premiums shall be paid through pre-tax payroll deduction as allowed by IRS Code Section 125.

12.12.4 Extra-Help Employees: Continued Coverage And Conditions For Regaining Eligibility For Medical Plan

An extra-help employee who is enrolled in the medical plan who fails to work at least 20 hours in any pay period in which a premium deduction was due, will be eligible to contribute toward the medical coverage by paying the full amount of the premiums by payroll deduction if sufficient funds are available to fully cover the deduction. Premium payments not paid by payroll deduction will be due in the ACTTC's Payroll Office by the last day of the pay period in which there were insufficient hours worked. A \$25 late fee will apply for each payment not received by the due date.

Premium payments not paid by payroll deduction but paid directly to the ACTTC's Office may be continued for a maximum of three (3) months or upon the exhaustion of any approved CPDL, CFRA, or FMLA benefit period, whichever is later.

- a) Employees who choose to pay timely premiums directly to the ACTTC's Office by cash or check without a lapse in coverage shall resume premium payment by payroll deduction on the first available pay date following their last cash premium payment without a lapse in coverage.
- b) Employees who choose to lapse their coverage during a period of absence may do so by notifying the ACTTC's Payroll Office in writing no later than 7 days after the premium due date. Coverage will be lost for the months not paid. Premium payment by payroll deduction shall restart on the first pay date of a month with sufficient funds to cover the cost of premiums due and shall continue until discontinued by a written cancellation notice, non-payment of premiums, a temporary lapse in coverage in accordance with this Section, or separation from employment. Coverage will not restart until a full month's premiums are paid in full.
- c) Employees may choose to cancel their coverage by completing the appropriate forms.

- d) Employees who fail to make any of the above elections or who fail to pay premiums when due shall receive one notice of payment due and shall have their coverage canceled for failure to respond.
- e) The County reserves the right to cancel an employee's active coverage if the employee lapses coverage more than three times, or a similar frequency that is determined to be an administrative burden.

An employee who loses coverage under this Section may be eligible to elect COBRA continuation of coverage if he or she is no longer eligible to pay premiums directly to the ACTTC's payroll division.

The failure to pay premiums or the election to lapse or cancel coverage are not COBRA qualifying events.

12.12.5 Extra-Help Employees: Medical Plan – 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 Section 125.

12.12.6 Extra-Help Employees: Enrollment In Medical Plan

Approximately 2 months prior to the anticipated eligibility date, the County shall provide enrollment materials to the employee. The employee then has 31 calendar days from the date of notice to enroll. If coverage is waived upon initial eligibility, election to participate in the medical plan can only be made during an annual open enrollment period designated by the County or as required by law.

12.12.7 Extra-Help Employees: Medical Benefits & Family And Medical Leave Act (FMLA), California Family Rights Act (CFRA), Or California Pregnancy Disability Leave (CPDL)

Eligible extra-help employees who are off work on an FMLA or CFRA qualifying leave shall receive a County contribution toward medical 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 medical benefits in order to maintain coverage and to continue to be eligible for a County contribution. Employees must file an Extra-Help FMLA/CFRA Request for Leave

form along with appropriate medical documentation with their department. Upon approval, the leave form signed by the employee and the employee's appointing authority shall be forwarded to the ACTTC's office.

An employee who is eligible for this continued benefit shall notify the ACTTC'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 ACTTC's office no later than the last day of the pay period for which premiums were due. If the employee fails to pay the premium by the last day of the pay period, the employee will receive one reminder notice. In order to prevent a lapse in coverage due to non-payment, the employee shall pay a \$25.00 late charge in addition to the premium amount due by the date specified in the reminder notice. Only one reminder notice will be sent. If the employee fails to make proper payment within 30 days of the first due date, the employee's continued medical insurance shall be terminated

Premium deductions will not be restarted until the 1st of the month following return to a regular schedule of 40 or more hours biweekly, with coverage reinstated the first of the month following payment of a full months premiums.

12.13 Plan Documents And Other Controlling Documents

While mention may be made herein of various provisions of benefit programs, specific details of benefits (including disputes and/or appeals) provided under County offered health plans shall be governed solely by the plan documents or insurance contracts and/or policies maintained by the County. Plan documents are available on line at the following location:

<http://sonomacounty.ca.gov/HR/Benefits/Benefit-Forms-and-Plan-Documents/>

The County will bear no responsibility for resolving disputes/appeals between an employee and a contracted health plan vendor. Within this Section, vendor refers to insurance company, Knox-Keene organizations licensed in the state of California to provide health benefits, benefits administration, or network management.

12.14 Labor Management Meetings – Health Benefits

Through the term of this Memorandum, upon Union request, the County and representatives of the Union, not to exceed four (4) in number, shall meet quarterly at mutually agreed upon times at the County to discuss informational matters of mutual concern relating to the County Health Plan and other health benefit 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 21 (Grievance Procedure), to meet and confer requirements of the County Employee Relations Policy and Section 3505 of the Government Code.

ARTICLE 13: MEDICAL BENEFITS FOR FUTURE RETIREES

13.1 Retiree Medical Coverage

- A. An eligible retiree and eligible dependent(s) (as defined below), may be enrolled in a County offered medical plan as described in Section 13. 2 but is allowed only to enroll either as a subscriber in a County offered medical plan or, as an eligible dependent of another eligible County employee/retiree, but not both. If an employee/retiree is also eligible to cover their dependent child/children, each child will be allowed to enroll as a dependent on only one employee or retirees' plan (i.e., a retiree and his or her dependents cannot be covered by more than one County-offered health plan).

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

Either the retiree's spouse or domestic partner, or

A child up to age 26 or a disabled dependent child regardless of age.

- B. An eligible retiree must enroll in a County offered retiree medical plan at the time of retirement unless the retiree waives medical insurance coverage for themselves and/or the retiree's eligible dependent(s) by completing a retiree waiver form. A retiree who waives medical coverage will be allowed to re-enroll themselves and any eligible dependent(s), upon the following conditions being met:

- 1) The retiree must re-enroll within 30 days of losing other insurance coverage and provide the County with evidence of such loss of other coverage, or
- 2) At the latest, the retiree must re-enroll, or lose eligibility to receive a County contribution toward the retiree medical plan, no later than 60 days after the effective date of the retiree's Medicare coverage.
- 3) The retiree's re-enrollment is required in order for any eligible dependent(s) to be enrolled in a County offered medical plan, except as follows in 4 below.
- 4) The retiree may add an eligible dependent spouse or domestic partner at a time later than the date the retiree enrolls as provided in 13.1 B above.
- 5) Eligible dependent children must be enrolled at the time the retiree elects coverage.

13.2 County Contribution Toward Retiree Medical Plans – Employees Hired Before January 1, 2009 and Retire On or After July 1, 2016

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

- 1) Completed at least 10 years of consecutive regular full-time paid County of Sonoma service employment. The equivalent worked or purchased regular part-time County service time can be counted toward the 10 years. However, any miscellaneous purchased service time such as extra help, contract, and leave of absence service time does not count toward this eligibility requirement, and
- 2) Have been a contributing member of the Sonoma County Employees' Retirement Association (SCERA) for the same time period, and
- 3) Retire directly from Sonoma County service. If employee defers retirement, the employee forfeits their eligibility to benefits described in this section.
- 4) Current retirees receiving a County contribution for retiree medical based on eligibility at the time of their retirement who do not meet the 10 year requirement as listed above are grandfathered in at the eligibility at the time of their retirement.
- 5) Laid-Off and Restored Employees: Employees who were employed by the County prior to January 1, 2009, but who were laid off thereafter

shall be eligible for the benefits described in this Article 13.2 provided that they are subsequently restored to County employment, pursuant to Civil Service Rule 11.4 or this MOU, rejoin the County retirement system, and are otherwise eligible for retiree medical benefits under this Section. The break in service caused by the layoff shall be bridged upon restoration such that, although no service time is earned during the break, consecutive service is restored for eligibility for this benefit. To the extent allowed by law they shall not be eligible for the benefits described in Article 13.3 (County Contribution toward Retiree Medical Plans – Employees Hired On or After January 1, 2009 – Effective January 1, 2009).

B. County Contribution

The County shall contribute toward the cost of County offered medical plans for any eligible retiree whether or not the retiree covers eligible dependent(s), an amount of five hundred dollars (\$500) a month.

C. Additional Dependents

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

13.3 Retiree Health Reimbursement Accounts (HRA) County Contribution Toward Retiree Medical Plans – Employees Hired On Or After January 1, 2009 – Effective January 1, 2009

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

A. Eligibility

- 1) An employee must have been a contributing member (or a contribution was made on their behalf) of the Sonoma County Employees' Retirement Association (SCERA) for the eligibility period described below.
- 2) Regular full-time employees and part-time employees in an allocated position of 0.5 full-time equivalent or greater, hired on or after

January 1, 2009 are eligible to receive a County HRA contribution, if they have completed two (2) full years of consecutive Sonoma County regular service (excluding overtime) in pay status.

- 3) If an employee separates employment before meeting the eligibility requirement, the employee shall receive no benefit.
- 4) Laid-Off and Restored Employees: Employees who were employed by the County on or after January 1, 2009, but who were laid off thereafter shall be eligible for the benefits described in this Article 13.3 provided that they are subsequently restored to County employment, pursuant to Civil Service Rule 11.4 or this MOU, rejoin the County retirement system, and are otherwise eligible for retiree medical benefits under this Section. The break in service caused by the layoff shall be bridged upon restoration such that, although no service time is earned during the break, consecutive service is restored for eligibility for this benefit.

B. County Contribution

1) Initial County Contribution:

- a. On the first pay date following completion of the eligibility requirements, regular full-time employees shall receive a lump sum contribution of \$2,400 deposited into an HRA account established in their name. Thereafter, contributions will be made each pay period based on the actual hours worked during that pay period.
- b. The lump sum contribution amount for regular part-time employees shall be pro-rated based on their allocated position at the time of initial eligibility only (e.g., a regular employee in a 0.5 full-time equivalent allocated position will receive a lump sum contribution of \$1,200 deposited into their HRA account).

2) Regular County Contribution:

After the initial contribution (defined above) is made, the County shall contribute \$.58 per pay status hour (no more than 80 hours biweekly), not including overtime, for each eligible employee. For a full time employee, this equates to approximately \$100 per month or \$1,200 per year, after the initial eligibility period is met.

3) Access To Account Balance:

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

4) Survivors Of Eligible Retirees With Account Balances:

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

5) Forfeiture Of Account Balance:

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

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

13.4 Surviving Dependent – County Contribution, effective June 1, 2009, For Employees Hired Before January 1, 2009

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

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

1. Has been an eligible dependent of a retiree who was eligible to receive a contribution toward a County offered retiree medical plan under Section 13.2 prior to the death of the retiree, and
2. Either be enrolled or have waived coverage at the time of the retiree's death.

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

13.5 Surviving Dependents – County Contribution For Employees Hired On Or After January 1, 2009

Upon the death of a retiree enrolled in the Defined Contribution retiree medical benefit plan (as defined in Section 13.3), eligible surviving dependents may continue participation in the County offered medical plan but remains responsible for all costs (including premiums).

To be eligible, a surviving dependent must either be enrolled or have a waiver on file with the County, at the time of the retiree's death.

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

ARTICLE 14: HOLIDAYS

14.1 Holidays – Paid

The County shall provide full-time and part-time County employees the following paid holidays provided that the employee is in paid status on the employee's regularly scheduled workdays before and after the holiday.

- (1) New Year's Day, January 1*
- (2) Martin Luther King's Birthday, the third Monday in January
- (3) Lincoln's Birthday, February 12*
- (4) President's Day, the third Monday in February
- (5) Cesar Chavez Day, March 31*
- (6) Memorial Day, the last Monday in May
- (7) Independence Day, July 4th*
- (8) Labor Day, the first Monday in September
- (9) Veteran's Day, November 11*
- (10) Thanksgiving Day, as designated by the President*
- (11) The day following Thanksgiving Day*
- (12) Christmas Day, December 25*
- (13) 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.

* Date Specific Holidays

14.2 Holidays – Observed

If a date-specific holiday listed in Section 14.1 falls on a Saturday, the proceeding Friday shall be the County observed holiday. If a date-specific holiday listed in Section 14.1 falls on a Sunday, the following Monday shall be the County observed holiday. All other date-specific holidays listed in Section 14.1 shall be observed on the date specified in Section 14.1.

14.3 Holidays – Compensation For

14.3.1 Holidays – Compensation – Full-Time

All full-time employees whose regular assigned work schedule includes the date-specific holiday or the observed holiday shall receive eight (8) hours of paid holiday time off at their base hourly rate of pay. This paid holiday benefit shall be reduced proportionally by any unpaid time in the pay period in which the holiday falls.

14.3.2 Holidays – Compensation – Full-Time – Employees Not Scheduled To Work

A full-time employee (excluding Sheriff's Office employees and CPS Social Worker in the CPS Emergency Response Unit), whose assigned work schedule does not include either the date-specific holiday or the observed holiday shall either:

- 1) Observe the holiday (and not work) on one or more of the employee's regularly scheduled work days during the same pay period as the County observed holiday. This time off can be taken in increments of one (1) hour or more up to the total holiday benefit of eight (8) hours per holiday, at the employee's request with the supervisor's approval.
- 2) Receive eight (8) hours of compensatory time or,
- 3) Receive eight (8) hours of holiday benefit paid at their base hourly rate, only if the employee's compensatory time bank is at its max. Receipt of eight (8) hours holiday benefit pay will not increase paid status hours for the purposes of cash allowance, premiums, overtime in Article 7 Schedule, Hours, and Overtime, does not count towards merit or seniority, and is non-pensionable.

14.3.3 Holidays – Compensation – Full-Time – Sheriff's Office Employees and CPS Social Worker in the Emergency Response Unit Not Scheduled To Work

A full-time employee in the Sheriff's Office and CPS Social Worker in the CPS Emergency Response Unit whose assigned work schedule does not include either the date specific holiday or the observed holiday, shall elect to receive eight (8) hours of compensatory time or eight (8) hours holiday paid at their base hourly rate. The election to receive eight (8) hours holiday paid will not increase paid status hours for the purposes of overtime in Article 7 Schedules, Hours, and Overtime does not count towards merit or seniority, and is non-pensionable.

14.3.4 Holidays – Compensation – Working On A Date Specific Holiday

The County shall compensate an employee who actually works on either the date-specific holiday or the County observed holiday listed in Section 14.1 at the overtime rate.

14.3.5 Holidays – Compensation – Working On Both A Date
Specific Holiday And The County Observed Holiday

The County shall compensate an employee who works on both a date specific holiday and the related County observed holiday listed in Section 14.1 at the overtime rate for one holiday and at straight time based on the employee's base hourly rate of pay for the other holiday. Unless required by law, only one day shall be paid at the overtime rate of pay.

14.3.6 Holidays – Compensation – Employees On Leave
Without Pay

An employee on leave without pay who has paid leave remaining (including vacation, sick leave or compensatory time), shall not be permitted to use that paid leave to demonstrate that the employee was in paid status on the employee's regularly scheduled workdays before and after the holiday as required by Section 14.1.

14.4 Holidays – Part-Time Employee Pay

For each holiday listed in Section 14.1, 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 paid 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 paid 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 paid status creates hours in excess of the employee's regular allocated full-time equivalent. Holiday accrued as compensatory time will not count as in-service nor affect the accruals or proration of benefits until used in a later pay period.

14.5 Floating Holiday

Each regular, full-time employee will be granted eight floating holiday hours effective the first pay period of each year. The employee must be in paid status on the employee's regularly scheduled workdays before and after using the floating holiday. The timing of the employee's use of the floating holiday shall be subject to advance approval of the Department Head or designee. The floating holiday hours must be taken before the last full pay period of the

year, and will not be carried over into the next year. Further, there will be no cash out of floating holiday hours. Floating holiday hours must be taken in no less than 1/10 of an hour increments. Each part-time employee shall be entitled to a prorated number of hours based on allocated FTE at the time of the annual allocation.

14.5.1 Additional One-Time Floating Holiday

Each regular, full-time employee will be granted an additional eight floating holiday hours effective the first pay period of 2024. The employee must be in paid status on the employee's regularly scheduled workdays before and after using the floating holiday. The timing of the employee's use of the additional floating holiday shall be subject to advance approval of the Department Head or designee. The floating holiday hours must be taken before the last full pay period of 2024, and will not be carried over into the next year. Further, there will be no cash out of floating holiday hours. Floating holiday hours must be taken in no less than 1/10 of an hour increments. Each part-time employee shall be entitled to a prorated number of hours based on allocated FTE at the time of the annual allocation.

14.6 Holidays – Extra-Help Employees

Extra-help employees are not covered by this Article 14 except for the provisions of Subsection 14.3.4 above.

ARTICLE 15: VACATION

15.1 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 15.3 and 15.4.

15.2 Vacation – Accrual – Part-Time Employees

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

15.3 Vacation – Accrual Rates – Non-Supervisory Unit

Each non-supervisory employee who has completed the following in-service 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:

YEARS OF COMPLETED FULL-TIME SERVICE	IN-SERVICE HOURS OF COMPLETED SERVICE	RATE FOR 80 IN-SERVICE HOURS	MAXIMUM ACCUMULATED HOURS
0 through 5	0 to 10,434	4.94	280
5 through 10	10,435 to 20,870	5.25	280
10 through 15	20,871 to 31,305	6.48	300
15 through 20	31,306 to 41,741	7.09	320
20 through 25	41,742 to 52,177	7.70	340
25 or greater	52,178 or more	8.01	360

15.4 Vacation – Accrual Rates – Supervisory Unit

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

YEARS OF COMPLETED FULL-TIME SERVICE	IN-SERVICE HOURS OF COMPLETED SERVICE	RATE FOR 80 IN-SERVICE HOURS	MAXIMUM ACCUMULATED HOURS
0 through 5	0 to 10,434	4.94	360
5 through 10	10,435 to 20,870	5.25	360
10 through 15	20,871 to 31,305	6.48	380
15 through 20	31,306 to 41,741	7.09	400
20 through 25	41,742 to 52,177	7.70	420
25 or greater	52,178 or more	8.01	440

15.5 Vacation – Credit Upon Reappointment

Each employee with 10,435 in-service hours (five or more years) who resigned in good standing and is reappointed within two years shall be credited with 4,174 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 15.3 or 15.4 above) that the employee occupied when laid off.

15.6 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.

15.7 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.

15.8 Vacation Savings Plan

15.8.1 Vacation Savings Plan:

Under Vacation Savings Plan (VSP), each eligible (permanent or probationary) full-time employee may elect to set aside up to twenty (20) hours of base rate pay each plan year during years 3 through 5 (4,174 to 10,434 service hours) of permanent, probationary, or unclassified employment. Part-time employees will be eligible to set aside hours on a pro-rata basis, based on their allocated FTE (full time equivalent) position.

Employees enroll during an annual open enrollment period in October/November for the subsequent plan year. The plan year runs from January 1 – December 31. Eligibility to enroll, for full-time and part-time employees, is based on the number of service hours earned as of the pay period immediately preceding the start of open enrollment. Employees who have completed 4,174 and have not exceeded 10,434 service hours as of the pay period immediately preceding the start of open enrollment will be eligible to enroll in the benefit.

Employees new to this MOU who have between 4,174 and 10,434 in-service hours may enroll within their first 60 days for the current plan year. Information on the plan will be provided by the payroll clerk. Deductions for current plan year enrollments must be completed by the end of the final pay period in December of the current plan year.

Regular annual enrollments for employees who have reached 4,174 hours by the pay period end immediately preceding the beginning of annual enrollment but have not exceeded 10,434 hours will complete their election through the County's self-service program or paper enrollment form during the open enrollment period. Employees indicate the number of hours (up to 20) to purchase, and the number of pay periods over which the deductions will occur beginning on the first pay period of the new plan year. Deductions for regular and special enrollments will be in equal amounts over the number of pay periods selected at the base hourly rate of pay at the time of the first deduction. Deductions must be completed by the end of the final pay period in December. Employees may submit one enrollment per plan year. Elections must be in whole hour increments.

At the end of the plan year, up to 20 hours may roll forward to the subsequent plan year until the last pay date in April. Any unused hours from the prior year on account at the end of the last pay period in April will be paid back to the employee in May.

Time may be used in one-tenth hour increments. The dollar value and hours available in the VSP bank will appear on the employee's paystub, the County's self-service program, and Timesaver.

Deductions are made on an after-tax basis. If there are insufficient funds to cover the deduction, the deduction will not be taken and the amount will automatically recalculate the deduction amount to the remaining elected pay periods in the plan year.

Employees may cancel participation in the program by notifying the Auditor Payroll Division in writing by completing a Vacation Savings Plan Enrollment/Declination/Cancellation Form. The employee designates whether the amount accrued to date will be paid out to the employee or will carry forward under the plan provisions. Balances being paid back to the employee will be paid off as soon as administratively feasible.

In the event the employee separates from County employment or has a change in eligibility status for the plan, unused VSP will be paid to the employee as soon as administratively feasible. Reaching 10,434 hours during the plan year is not considered a "change in status" under this provision.

Use of VSP hours are subject to the following guidelines:

- a) Use of VSP hours is subject to the same provisions in Section 15.6, Vacation – Schedules, and require the same pre-approval process as accrued vacation hours.
- b) When paid, VSP hours are not taxed and are paid at the same hourly rate of pay as they were deducted.
- c) If the value in the VSP bank is not sufficient to cover the employee's payroll deductions, the employee must arrange for payment with Auditor Payroll.
- d) VSP hours will count toward seniority and merit, and will be considered "paid status" for the purposes of health benefits, vacation and sick leave accrual, and holiday pay only.
- e) VSP hours will not be credited to retirement service hours, or be included in retirement final annual salary calculation.
- f) VSP hours will not be considered paid status hours for shift pay, premium pay, or cash allowance.
- g) VSP hours must be depleted prior to receiving Catastrophic Leave or Disaster Leave; Short Term Disability plans may also require depletion of leave, if applicable.
- h) VSP hours may be used in conjunction with Workers' Compensation benefits in the same manner as accrued leave.
- i) VSP hours may not be used to extend a date of separation from County employment.

15.9 Vacation – Extra-Help Employee Exclusion

Extra-help employees are not covered by this Article 15.

ARTICLE 16: SICK LEAVE

16.1 Sick Leave – Benefit for Employees in Allocated Positions (Not Extra-Help)

16.1.1 Accrual - Rate:

Each full-time employee in a regular, allocated position shall accrue and accumulate sick leave at the rate of 3.68 in-service hours for each completed eighty-hour pay period of service. In-service hours include all hours in paid status excluding over-time. This accrual rate shall be reduced proportionally by any unpaid time in each pay period. Part-time employees in allocated positions shall be eligible to receive sick

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

16.1.1.1 Sick Leave Advance

On the first day of regular hire employment, regular hire full-time employees will receive an advanced sick leave credit of forty and forty eight one hundredths (40.48) hours. Advanced hours shall be prorated for part time employees based on Full Time Equivalent (FTE) at the date of hire. Employees will not accrue sick leave until the accruals calculated each pay period per section 16.1.1 equals the advanced sick leave credit (in approximately 11 pay periods).

16.1.2 Accrual – Restoration of Accrued Time

When an employee separates from County employment, and returns to County employment within one year from the separation date, any accrued sick leave remaining on account will be restored to the employee upon rehire, provided the time was not otherwise used, paid out, or converted to service credit. If the separation date is in the middle of the pay period, end of pay period date will apply.


16.1.3 Sick Leave – Usage

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

16.1.3.1 Sick Leave Use – Non-FMLA/CFRA/PDL Leave

Accrued sick leave for incidents other than FMLA/CFRA/PDL qualifying events may be used as follows:

- a) Employee Illness: during the employee's own incapacity due to illness or injury;
- b) Employee Treatment or Examination: during the time needed by the employee to undergo medical or dental treatment or examination;
- c) For Care of Family Member: For diagnosis, care or treatment of a health condition of, or preventative care for the employee family member. For leave under this section 16.1.3.1, "family member" is defined as a:

- 
1. child (defined as biological, adopted, or foster child, stepchild, legal ward, child of a domestic partner, or a child to whom the employee stands in place of a parent, regardless of age or dependency status);
 2. parent (defined as a biological, foster, or adoptive parent, step parent, parent-in-law, a legal guardian, or other person who stood in place of a parent to the employee or the employee's spouse or domestic partner when the employee was a child. A biological or legal relationship is not necessary for a person to have stood in place of a parent to the employee as a child.)
 3. employee's spouse or domestic partner, as defined in Article 3 of the MOU;
 4. grandparent, grandchild, or sibling of the employee or the employee's spouse or domestic partner, as defined in Article 3 of the MOU.
 5. designated person (defined as any individual related by blood or whose association with the employee is the equivalent of a family relationship). The designated person may be identified by the employee at the time the employee requests the leave. Employees are limited to one designated person per 12 month period.

Sick leave use for family members listed in this section (16.1.3.1c) shall not exceed forty-eight (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. "Occurrence" means per illness or related incidents. The 48 hours do not have to be consecutive.

California "Kin Care" (Labor Code 233) provides that an employee may use an amount of paid sick leave each calendar year that is equal to the amount of time that would normally accrue in six month period, and may be used in the same manner as other sick leave as described in this section 16.1.3.1, except it does not apply to the grandparent, grandchild, or sibling of the employee's spouse or domestic

partner. Kin Care provisions run concurrent with other protected leaves and do not extend the maximum period of leave to which the employee is entitled to under FMLA or CFRA.

- d) Domestic Violence, Sexual Assault, or Stalking: When an employee is a victim of domestic violence, sexual assault or stalking, to work to obtain or attempt to obtain any relief, including but not limited to, a temporary restraining order, restraining order, or other injunctive relief, to help ensure the health, safety, or welfare of themselves or their child(ren); to seek medical attention for injuries caused by domestic violence, sexual assault or stalking; obtain services from a domestic violence shelter, program or rape crisis center as a result of domestic violence, sexual assault or stalking; obtain psychological counseling related to an experience of domestic violence, sexual assault, or stalking; participate in safety planning or take other actions to increase safety from future domestic violence, sexual assault, or stalking, including temporary or permanent relocation.

16.1.3.2 Sick Leave Use – FMLA/CFRA/PDL/Qualifying Leave:

In accordance with The Family and Medical Leave Act (FMLA), the California Family Rights Act (CFRA), and the Pregnancy Disability Act (PDA) earned sick leave credits may, with the approval of the Department Head, be used by an employee as follows:

- a) Employee Illness: during the employee's own incapacity due to illness or injury;
- b) Employee Treatment or Examination: during the time needed by the employee to undergo medical or dental treatment or examination;
- c) Disabled by Pregnancy: when a woman employee is disabled by pregnancy, which means that in the opinion of her health care provider, she is unable because of pregnancy to work at all or is unable to perform any one or more of the essential

functions of her job or to perform these functions without undue risk to herself, the successful completion of her pregnancy, or to other persons;

d) Care of Family Member: For diagnosis, care or treatment of a health condition of, or preventative care for the employee family member. For leave under this section 16.1.3.2, “family member” is defined as a:

1. child (defined as biological, adopted, or foster child, stepchild, legal ward, child of a domestic partner, or a child to whom the employee stands in place of a parent, regardless of age or dependency status);

2. parent (defined as a biological, foster, or adoptive parent, stepparent, parent-in-law, a legal guardian, or other person who stood in place of a parent to the employee or the employee’s spouse or domestic partner when the employee was a child. A biological or legal relationship is not necessary for a person to have stood in place of a parent to the employee as a child.)

3. employee’s spouse or domestic partner, as defined in Article 3 of the MOU;

4. grandparent, grandchild, or sibling of the employee;

5. designated person (defined as any individual related by blood or whose association with the employee is the equivalent of a family relationship). The designated person may be identified by the employee at the time the employee requests the leave. Employees are limited to one designated person per 12-month period.

For FMLA/CFRA qualifying events to care for a covered family member incapacitated by injury or illness, employees are allowed to use up to 480 hours of accrued sick leave per eligible event, and not to exceed the number of hours authorized by medical certification. CFRA bonding leave does not qualify for use of sick leave.

Information on FMLA/CFRA/PDL eligibility, documentation, and benefit and pay status is provided under Section 17.3 – Family Care and Medical Leave Under FMLA/CFRA.

16.1.4 Sick Leave – Required Documentation

16.1.4.1 Annual Period –All Allocated Employees:

“Annual period” is a calendar year. For new employees who begin mid-year, the annual period begins on the employee’s first day of work, restarts on January 1, and runs on a calendar year basis thereafter. (This is not the same as the annual calendar used under FMLA/CFRA/PDL qualifying events.)

16.1.4.2 First Forty-Eight Hours:

The first 48 hours, or number of hours equal to 6 days of the employees regular schedule (whichever is greater), of accrued sick leave used by an employee in each annual period will be applied to and subject to the provisions of California paid sick leave laws. During this period, if the need for paid sick leave is foreseeable, the employee shall provide reasonable advanced notice. If the need for paid sick leave is unforeseeable, the employee shall provide notice of the need for the leave as soon as practicable. If the County has reasonable suspicion of sick leave abuse, a signed medical certification may be required for each use of accrued sick leave to the extent permissible by law.

16.1.4.3 Subsequent Hours:

For use of accrued sick leave beyond the first 48 hours or number of hours equal to six (6) days in the annual period (consecutive or non-consecutive), as described above, a signed medical certification may be required. Reasonable medical certification of incapacity shall be required for sick leave use lasting more than 48 consecutive work hours duration as required by law under CFRA.

16.1.4.4 Reasonable Certification May Be Required

Reasonable certification may be required, within a reasonable time after the absence, when an unscheduled absence occurs to obtain relief if the employee is a victim of domestic violence, sexual assault, or stalking, in accordance with Section 16.1.3.1(d) of this Agreement. Such certification shall be treated as confidential. Certification may be provided directly to Human Resources and shall not be disclosed to any person except to the affected employee, or as provided by law.

16.1.4.5 FMLA/CFRA/PDL

If use of accrued sick leave is for an FMLA, CFRA, or PDL qualifying event, medical certification is required, in accordance with the law, and as outlined in the Medical Leave Policy.

16.2 Extra Help Employees Only– Sick Leave Benefit For Extra Help Employees

For the purposes of this Section 16.2, “Extra Help” includes employees working in Temporary, Intermittent, Seasonal, or Paid Intern positions, as defined in the County’s Civil Service Rules. The provisions of this section do not apply to Retiree Extra Help, Volunteers or Student Volunteers.

16.2.1 Annual Period – Extra Help:

The annual period is a calendar year. For new Extra Help employees who begin mid-year, the annual period begins on an employee’s first day of work, restarts on January 1, and runs on a calendar year basis thereafter. For Extra Help employees who end and start a new extra help assignment within the same calendar year as the pay period in which they were last in paid status, January 1 of the same calendar year remains as the start of the employee’s annual period.

16.2.2 Eligibility – Extra Help Employees:

Extra Help employees are eligible for sick leave benefits as described in this section 16.2 after thirty (30) calendar days of employment with the County. A break in service does not restart the 30 day eligibility period unless the break is a year or more from the end of the last pay period in which the employee was in paid status.

16.2.3 Accrual – Extra Help Employees:

Extra Help Employees accrue and accumulate sick leave at a rate of 1 hour per 21.75 hours worked, including overtime (pending further clarification or interpretation of the law), up to a maximum accumulation of ninety-six (96) hours. Accrued sick leave hours, when used, do not accrue additional sick leave hours. Accrual begins from the first day of work, but accrued time may not be used until the first pay period following completion of the 30 day eligibility requirement. Leave may not be used in advance of accrual, and is considered “accrued” on the first day of the subsequent pay period. Hours spent on Jury Duty, County release time, or County approved educational leave or training will count toward accrual of sick leave hours.

16.2.4 Accrual – Restoration of Accrued Time

When an Extra Help employee separates from an assignment and returns to County employment in an extra help assignment within one year of the separation date, any accrued Extra Help sick leave remaining on account will be restored to the employee's Extra Help sick leave bank upon re-hire. If the separation date is in the middle of the pay period, end of pay period date will apply.

16.2.5 Accrual – Change in Employment Status

Refer to Section 16.3

16.2.6 Sick Leave – Use, Extra Help, Extra Help

16.2.6.1 Use Limits-Extra Help – Extra Help

Earned sick leave credits may, with the approval of the Department Head, be used by the employee not to exceed ninety-six (96) hours in the employee's annual period. Accrued paid sick leave must be used prior to using leave without pay for sick leave eligible events except as allowed under CFRA qualifying leaves, below. When used, sick leave hours are not considered hours worked and do not accrue additional hours of sick leave. The hours are included in merit hours.

16.2.6.2 Use – Extra Help, Non-FMLA/CFRA/PDL Leave:

Accrued sick leave for incidents other than FMLA/CFRA/PDL qualifying events may be used as follows:

- a) Employee Illness: during the employee's own incapacity due to illness or injury;
- b) Employee Treatment or Examination: during the time needed by the employee to undergo medical or dental treatment or examination;
- c) For Care of Family Member: For diagnosis, care or treatment of a health condition of, or preventative care for the employee family member. For leave under this section 16.2.6.2, "family member" is defined as a:
 1. child (defined as biological, adopted, or foster child, stepchild, legal ward, child of a domestic partner, or a

child to whom the employee stands in place of a parent, regardless of age or dependency status);

2. parent (defined as a biological, foster, or adoptive parent, step parent, parent-in-law, a legal guardian, or other person who stood in place of a parent to the employee or the employee's spouse or domestic partner when the employee was a child. A biological or legal relationship is not necessary for a person to have stood in place of a parent to the employee as a child.)
 3. employee's spouse or domestic partner, as defined in Article 3 of the MOU;
 4. grandparent, grandchild, or sibling of the employee or the employee's spouse or domestic partner, as defined in Article 3 of the MOU.
 5. Designated person (defined as any individual related by blood or whose association with the employee is the equivalent of a family relationship). The designated person may be identified by the employee at the time the employee requests the leave. Employees are limited to one designated person per 12 month period.
- d) Domestic Violence, Sexual Assault, Stalking: When an employee is a victim of domestic violence, sexual assault or stalking, to work to obtain or attempt to obtain any relief, including but not limited to, a temporary restraining order, restraining order, or other injunctive relief, to help ensure the health, safety, or welfare of themselves or their child(ren); to seek medical attention for injuries caused by domestic violence, sexual assault or stalking; obtain services from a domestic violence shelter, program or rape crisis center as a result of domestic violence, sexual assault or stalking; obtain psychological counseling related to an experience of domestic violence, sexual assault, or stalking; participate in safety planning or take other actions to increase safety from future domestic violence, sexual assault, or stalking, including temporary or permanent relocation.

Use of paid sick leave under this section 16.2.6.2 may not exceed forty-eight (48) hours in an annual period except as necessary to comply with Kin Care requirements, or unless extended by joint action of the employee's Department Head and the Director of Human Resources by reason of exceptional hardships.

California "Kin Care" (Labor Code 233) provides that an employee may use an amount of paid sick leave each calendar year that is equal to the amount of time that would normally accrue in six month period, and may be used in the same manner as other sick leave as described in this section 16.1.3.1. Kin Care provisions run concurrent with other protected leaves and do not extend the maximum period of leave to which the employee is entitled to under FMLA or CFRA.

16.2.6.3 Use – Extra Help, FMLA/CFRA/PDL Qualifying Leave:

Extra Help employees may be eligible for protected leave under the Family Medical Leave Act (FMLA), the California Family Rights Act (CFRA), or the Pregnancy Disability Act (PDA), for certain, qualifying events. FMLA/CFRA/PDL eligibility requirements are detailed under Section 17.3 and in the County's Medical Leave Policy. The same categories of use, definitions, and eligibility requirement for use apply to Extra Help employees and allocated employees, and are outlined in 16.1.3.2, above.

16.2.7 Extra Help Sick Leave – Required Documentation

16.2.7.1 Documentation for Paid Sick Leave:

Accrued sick leave used by an employee (up to 48 hours annually) will be applied to and subject to the provisions of all applicable paid sick leave laws. During this period, if the need for paid sick leave is foreseeable, the employee shall provide reasonable advanced notice. If the need for paid sick leave is unforeseeable, the employee shall provide notice of the need for the leave as soon as practicable. If the County has reasonable suspicion of sick leave abuse, a signed medical certification may be required for each use of accrued sick leave to the extent permissible by law. If use of time under this section is a FMLA or CFRA qualifying event, medical certification for those

programs are required in accordance with the law and as outlined in the Medical Leave Policy (same requirements as Allocated employees).

16.2.7.2 Documentation for Any Leave in Excess of 48 Hours:

Documentation for any leave in excess of 48 hours in an annual period, or any unpaid sick leave, a signed medical certification may be required for each use of leave. Reasonable medical certification of incapacity (if applicable) shall be required for any leave of more than forty-eight (48) consecutive hours duration.

16.2.7.3 Reasonable Certification May Be Required

Reasonable certification may be required, within a reasonable time after the absence, when an unscheduled absence occurs to obtain relief if the employee is a victim of domestic violence, sexual assault, or stalking, in accordance with Section 16.2.6.2(d) of this Agreement. Such certification shall be treated as confidential. Certification may be provided directly to Human Resources and shall not be disclosed to any person except to the affected employee, or as provided by law.

16.3 Change in Employment Status – Extra-Help Allocated/Allocated to Extra-Help

16.3.1 Extra Help to Allocated Positions:

For an Extra Help employee who begins an allocated assignment within one year of separation of an Extra Help assignment, any accrued and unused Extra Help sick leave hours on account will carry forward with the employee. If the separation date is in the middle of the pay period, pay period end date will apply. Hours carried forward may be used, subject to the following restrictions:

1. Extra Help sick leave hours must be used prior to using sick leave accrued as a regular employee;
2. Extra Help sick leave hours have no cash value; and
3. Extra Help hours are not eligible for conversion to service credit at regular retirement (pursuant to Section 16.4).

The employee's annual period will be changed to the date they start in the new position.

16.3.2 Allocated Employee to Extra Help:

For an employee assigned to an allocated position who begins an eligible Extra Help assignment within one year of separation from an allocated position, any accrued sick leave remaining on account will be restored to the employee as Extra Help sick leave, up to the cap of 96 hours, and may be used subject to the limits and provisions for use of Extra Help sick leave outlined in Section 16.2 (Sick Leave Benefit for Extra Help Employees). If an employee returns to an allocated position within one year of separation from an allocated position, the provision of 16.1.2 will apply, except that any sick leave hours used or accrued during the extra help period will be factored against the employees former leave balance. If the separation date is in the middle of the pay period, pay period end date will apply.

The employee's annual period will be changed to the date they start in the new position.

16.4 Sick Leave – Conversion – At Regular Retirement

For each employee separating from County Service on regular, non-disability retirement shall convert one hundred percent (100%) of 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, excepting that Extra Help sick leave hours are not eligible for conversion to retirement service credit.

16.5 Sick Leave – Distribution At Death Or Layoff

The County shall pay each employee who separates from County service by death or layoff, the monetary equivalent of twenty-five percent (25%) of all unused sick leave remaining to such employee's credit as of the time of separation, computed on the basis of the employee's base hourly pay. Extra Help sick leave is not eligible for this provision.

16.6 Sick Leave – Distribution At Disability Retirement

The County shall pay each employee separated from County service by a disability retirement at such employee's base hourly rate for all unused sick leave remaining to such employee's credit as of the time of separation. This Section shall not apply to an employee separated from County service by a service retirement. The County shall not pay an employee under this Section for any sick leave hours donated to the employee by other employees under a

catastrophic leave benefit. Extra Help sick leave is not eligible for this provision.

16.7 Sick Leave – Payoff At Regular Retirement

For each employee who separates from County service on regular non-disability retirement, who reaches 100% of retirement benefit allowed by law, and who is prevented by law from converting some or all of the employee’s remaining unused sick leave to service credit under Section 16.4, the County shall pay the employee the monetary equivalent of twenty-five percent (25%) of all unused sick leave retaining to such employee’s credit at the time of separation, computed on the basis of the employee’s base hourly rate of pay. Extra Help sick leave is not eligible for this provision.

ARTICLE 17: MISCELLANEOUS LEAVES OF ABSENCE

17.1 Leaves of Absence Without Pay Usage Reference Table

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

<u>Type of Leave</u>	<u>Sick</u>	<u>Vacation/CTO</u>
During the employee’s own incapacity due to illness or injury.	Required. Employee may keep 40 hrs.	Optional
During the time needed by the employee to undergo medical or dental treatment or examination.	Required. Employee may keep 40 hrs.	Optional
When an employee is disabled by pregnancy.	Required. Employee may keep 40 hrs.	Optional
When the employee’s qualifying family member is incapacitated by illness/injury and the employee must care for them; or for care, exam, or treatment of a family member.*	Required. Employee may keep 40 hrs.	Required after sick leave. Employee may keep 40 hours total Vacation & CTO combined

<u>Type of Leave</u>	<u>Sick</u>	<u>Vacation/CTO</u>
Non-sick FMLA/CFRA** qualifying event (e.g., child bonding leave)	N/A	Optional
Stipend Education Leave	N/A	Required
Approved undisclosed reason or extended vacation	N/A	Required

* In the event an employee is eligible to receive Paid Family Leave to care for the serious health condition of a family member or to bond with a new child, they will not be required to use sick, vacation or CTO time, while receiving that benefit.

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

17.2 Leaves – Compassionate

With respect to this provision, the term “spouse” shall also include domestic partners, and the term “parent” is as defined in Section 16.1.3.1. A full-time employee shall be granted up to 32 hours of leave with pay, in the event of death of the employee’s: spouse, domestic partner, child, step-child, child-in-law, sibling, sibling-in-law, parent, step-parent, or parent of the employee’s spouse, grandparent, great-grandparent, or grandchild, or person who served as a parent to the employee when the employee was a minor. Up to an additional 8 hours of sick leave may be granted to supplement compassionate leave. Where travel in excess of 300 miles one way from the employee’s residence is required, up to an additional one (1) of the employee’s regular work days of sick leave may be used to supplement compassionate leave. Up to an additional forty (40) hours of accrued vacation leave or accrued comp time off may be granted to supplement compassionate leave upon request.

Part-time employees shall be eligible for a pro-rated compassionate leave benefit that is computed by multiplying their 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 employee’s normal biweekly allocation of hours, whichever is greater.

17.3 Leaves – Court

17.3.1 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.

17.3.2 Court Leave – Line Of Duty

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

17.3.3 Court Leave – Extra-Help Employees

Extra-help employees who are scheduled to work and are subsequently called to court under circumstances in Subsection 17.3.1 above, qualify for pay during the hours they were scheduled to work subject to the same conditions set forth under Subsection 17.3.1.

17.4 Leaves – Jury Duty

17.4.1 Jury Duty – Summons

It is the policy of the County of Sonoma to encourage County employees 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.

17.4.2 Jury Duty – Extra-Help Employees

Extra-help employees who are scheduled to work and are subsequently called to jury duty qualify for pay during the hours they were scheduled to work subject to the same conditions set forth under Subsection 17.4.1.

17.5 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 paid status during each absence. All benefits which, under the provisions of the Memorandum, accrue to employees who are in paid status shall continue to accrue during such absence.

17.6 Leaves – Time Off For Voting

If an employee does not have sufficient time outside of working hours to vote in a statewide election, the employee 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 employee to vote.

No more than two (2) hours taken off work 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 in advance by the employee and the employee's supervisor.

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 (2) working days' notice that time off for voting is desired, in accordance with the provisions of this Section (17.6).

Not less than ten (10) days before every statewide election, the County shall keep posted conspicuously at County work sites, 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 (17.6).

17.7 Leaves – Time Off For Donating Blood

If an employee does not have sufficient time outside of working hours to donate blood or plasma, subject to department operational needs, the employee may without loss of pay take off up to two (2) hours of working time up to four times per year for the purpose of donating blood or plasma. The employee shall give the employee's supervisor at least five (5) working days'

notice that time off for donating blood or plasma is desired, in accordance with the provisions of this Section (17.7). Employees will not accept payment for blood or plasma donation while on work time.

17.8 Leaves – Candidates For Public Office – Water Agency & SCF&E, Inc

Any 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 Agency Manager 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 (10) days written notice of intention to do so, specifying the dates upon which such leave shall begin and end. The employee may, by further ten (10) 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 the employee is a bona fide candidate for elective public office.

17.9 Community Development Commission (CDC), Sonoma County Agricultural Preservation & Open Space District (SCAPOSD), Water Agency & SCF&E, Inc. LWOP

17.9.1 CDC, SCAPOSD, WATER AGENCY & SCF&E, INC. – LWOP – GENERAL

- a) Pursuant to Section 17.1 (See Chart), employees will be required to use appropriate paid leave(s) before leave of absence without pay will be granted.
- b) The CDC Executive Director, the General Manager of SCAPOSD and the Water Agency and the Fair Manager may grant leaves without pay, for periods not to exceed six (6) months, at the request of the employee because of illness, disability, or pregnancy; or for educational purposes; or for other reasons the Executive Director, General Manager or Fair Manager deems appropriate.
- c) Requests for leaves without pay for periods in excess of six (6) months may also be approved by the Executive Director, General Manager and Fair Manager.
- d) An employee may appeal to the Director of Human Resources the denial of the employee's request for leave without pay by the Executive Director, General Manager or Fair Manager. An appeal shall be made in writing and submitted through the

General County 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.

- e) The decisions of the Grievance Appeals Committee on any appeals under this Subsection 17.9.1 shall be final and binding. An extra-help or provisional employee has no appeal rights from any decision by the County under this Section (17.9 [Subsections 17.9.1 through 17.9.5]).

17.9.2 CDC, SCAPOSD, Water Agency & SCF&E, Inc. –
LWOP – Work-Related Disability

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 CDC, SCAPOSD, Water Agency or Sonoma County Fair employment shall be approved by the Executive Director, General Manager or Fair Manager for the period following expiration of paid sick leave and vacation until discontinuation of disability compensation payments.

17.9.3 CDC, SCAPOSD, Water Agency & SCF&E, Inc. –
LWOP – Military

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

17.9.4 CDC, SCAPOSD, Water Agency & SCF&E, Inc. –
LWOP – Fitness For Duty Examination

When an employee is absent due to illness, injury, or disability, the Executive Director, General Manager or Fair Manager may require that before returning to work the employee provide verification from a physician that the employee is medically able to perform their job responsibilities. Until the employee's fitness for duty is verified, the employee shall continue to use available paid and unpaid leave. Failure to provide verification of fitness for duty 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.

17.9.5 CDC, SCAPOSD, Water Agency & SCF&E, Inc. –
LWOP – Non-Grievability

This Section 17.9 is not grievable nor arbitrable except as stated in Subsection 17.9.1(d).

17.10 Leaves – Extra-Help Employees

Other than where specifically stated, extra-help employees are not covered by this Article 17, Miscellaneous Leaves of Absence.

17.11 Family Care and Medical Leave Under FMLA and CFRA

17.11.1

Each eligible employee is entitled to family care 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 will run concurrently to the extent permitted by law.

17.11.2 Eligibility

To be eligible for family care and medical leave, on the date on which leave is to begin, a full-time or part-time employee must have been employed by the County for at least twelve (12) months, which need not be consecutive, and have actually worked at least 1,250 hours of service during the twelve (12) month period immediately preceding the commencement of the leave.

17.11.3 Family Care And Medical Leave Entitlement

Subject to the provisions of this MOU, County policy, and state and federal law, including the federal FMLA and the CFRA, an eligible employee is entitled to a total of twelve (12) workweeks of unpaid leave during any twelve (12) month period for any one, or more, of the following reasons:

17.11.3.1

The birth of a child and to care for the newborn child (FMLA and CFRA);

17.11.3.2

The placement with the employee of a child for adoption or foster care and care for the newly placed child (FMLA and CFRA);

17.11.3.3



To care for the employee's child, parent, spouse, or domestic partner (CFRA only) who has a serious health condition. (Child is defined as 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. Parent is defined as biological, foster or adoptive parent, stepparent, or legal guardian. Parent does not include a parent-in-law under this provision.)

17.11.3.4

Because of an employee's own serious health condition that makes the employee unable to perform the functions of the employee's position, except for disability on account of pregnancy, childbirth, or related medical conditions, which is covered by pregnancy disability leave. (Pregnancy disability counts toward only California Pregnancy Disability Leave (PDL) and FMLA leave.)

17.11.3.5

Because of any qualifying exigency arising out of the fact that the employee's spouse, child, or parent is a U.S. National Guard or Reserve member on active duty (or has been notified of an impending call or order to active duty status) in support of a contingency operation (FMLA only).

The twelve (12) month period for FMLA/CFRA purposes is determined by a "rolling" twelve (12) month period measured backwards from the date an employee first uses FMLA/CFRA leave.

17.11.4 Family Care And Medical Leave To Care For A Covered Servicemember With A Service Injury Or Illness

Subject to the provisions of this MOU, County policy, and state and federal law, including the FMLA, an eligible employee may take FMLA leave to care for a covered servicemember with a serious injury or illness if the employee is the spouse, child, parent, or next of kin of the servicemember. (This 12 month period used under FMLA/CFRA to determine sick leave eligibility is separate from the "annual period" defined in 16.1.4.)

17.11.4.1

An eligible employee's entitlement under Section 17.11.4 is limited to a total of twenty-six (26) workweeks of leave during a single 12-month period to care for a covered servicemember with a serious injury or illness. The "single 12-month period" in which the 26-weeks-of-leave-entitlement described in this begins on the first day an employee takes leave to care for the covered servicemember.

17.11.4.2

During the "single 12-month period" described above, an eligible employee's FMLA leave entitlement is limited to a combined total of twenty-six (26) workweeks of FMLA leave for any qualifying reason.

17.11.5 Pay Status And Benefits

17.11.5.1

Except as provided in this Article, the family care and medical leave will be unpaid. The County will, however, continue to provide County contributions toward the health plan premium during the period of family care and medical leave for up to twelve (12) work weeks on the same basis as coverage would have been provided had the employee not taken family care and medical leave. The employee will be required to continue to pay the employee's share of premiums payments, if any.

17.11.5.2

Nothing in this Section shall preclude the use of medical or pregnancy disability leave in Section 12.9 (Medical, Dental & Vision Benefits – Medical or Pregnancy Disability) when the employee is medically incapacitated or disabled. If an employee does not qualify for continued benefits under this Section 17.11 or Section 12.9 (Medical or Pregnancy Disability Leave) and the employee wishes to continue benefit coverage, then Section 12.10 (Continuation of Health Benefits Coverage) applies.

17.11.6 Relationship Of Family Care & Medical Leave To Other Leaves

Any leave of absence that qualifies as family care and medical leave will be counted as running concurrently with any other paid or unpaid leave to which the employee may be entitled for the same qualifying reason.

Section 17 identifies accrued paid leave which an employee may be required to use concurrently with unpaid family care and medical leave.

17.11.7 Relationship To Pregnancy Disability Leave

The family care and medical leave provided under this section is in addition to any leave taken on account of disability due to pregnancy, childbirth, or related medical conditions for which an employee may be qualified under state law.

17.11.8 Notice To The County

17.11.8.1

The employee must provide written notice to the County as far in advance of the leave as possible and as soon as the employee reasonably knows of the need for the leave. If the need for the leave is foreseeable based on an expected birth, placement of a child for adoption or foster care or planned medical treatment, the notice must be provided at least 30 calendar days in advance of the leave, or if not reasonably known 30 calendar days before the leave, then as soon as reasonably practicable.

17.11.8.2

The written notice must inform the County of the reasons for the leave, the anticipated start of the leave, and the anticipated duration of the leave.

17.11.8.3

The employee shall consult with the County and make a reasonable effort to schedule any planned medical treatment or supervision so as to minimize disruption to department operations.

17.11.9 Medical Certification

17.11.9.1

An employee's request for family care and medical leave to care for a qualifying family member who has a serious health condition shall be supported by a certification issued by the health care provider of the individual requiring care. If additional leave is required after the expiration of the time originally estimated by the health care provider, the employee shall provide the County with recertification by the health care provider.

17.11.9.2

An employee's request for family care and medical leave because of employee's own serious health condition shall be supported by a certification issued by the employee's health care provider.

17.11.9.3

As a condition of an employee's return from leave taken because of the employee's own serious health condition, the employee is required to obtain certification from the employee's care provider that the employee is able to resume work.

17.11.9.4

Employees are required to use the medical certification forms available from the County Human Resources Department to meet the certification and recertification requirements of this section.

17.11.10 County's Response To Leave Request

It is the County's responsibility to designate leave, paid or unpaid, as family and medical leave-qualifying and to notify the employee of the designation.

17.11.11 Employee's Status On Returning From Leave

Except as provided by law, on return from family care and medical leave, an employee is entitled to be returned to the same or equivalent position the employee held when leave commenced, or to an equivalent position with equivalent benefits, pay, and other terms and conditions of employment. An employee has no right to return to the same position. Use of family care and medical leave will not result in the loss of any employment benefit that accrued prior to the start of an eligible employee's FMLA/CFRA leave.

17.11.12 FMLA/CFRA Procedures, Definitions, And Forms

A description of the required process and procedures to follow for intermittent leave and reduced leave schedules, forms to use when requesting family care and medical leave, and applicable definitions are included in the County Medical Leave Policy and found on the County Human Resources Department website, and are available from the Human Resources Department. The provisions of this Article 17 are subject to Article 21, Grievance Procedure, of this MOU, but the County

Medical Leave Policy is not subject to Article 21, Grievance Procedure, of this MOU.

17.11.13

This Section 17.11 shall be interpreted as the legal minimum family care and medical leave available to eligible employees. The County may grant additional leave without pay under this Section (17.11) provided it is consistent with the applicable provisions of the Sonoma County Civil Service Rules, County leave policies, Section 17.1, and other provisions of this memorandum.

17.12 Human Services Department Leaves – Stipend Education Leave

17.12.1 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 12.2.2 (County Contribution toward Active Employee Medical Benefits) of this MOU. The employee shall make appropriate payments acceptable to the ACTTC to continue the employee's portion of the premium during the leave.

17.12.2 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, the employee will continue working for the County for a minimum of one (1) 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 Human Services Department may waive the pay back requirement under this Section in case of an employee's disability or death, or involuntary transfer of an employee's spouse out of the area.

17.12.3 Leaves – Stipend Education Leave – Non-Grievability

Subsection 17.12 is not grievable nor arbitrable under Article 21 of this MOU.

17.13 Leaves – Disaster Leave

When there has been a natural disaster of a magnitude that requires the Board of Supervisors to Proclaim a County State of Emergency, the County will enact this disaster leave provision.

For up to one year from the termination of the said proclamation, County employees may donate accrued compensatory time and vacation leave to other County employees who have lost work time because they have been a victim of a disaster affecting their primary residence. For up to one year from the termination of the said proclamation, impacted employees may use up to 320 hours of donated leave. 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. Unused donated time at the expiration of the leave provision period will be returned to the donor.

17.14 Paid Parental Leave

17.14.1 Eligibility

Any permanent or probationary employee who has been continuously employed by the County for at least 12 months prior to the start of the leave shall be eligible for Paid Parental Leave (PPL) to use within 12 months of the following events:

- Birth of a child of the employee, the employee's spouse, or the employee's domestic partner
- Placement of a child with the employee's family for adoption, foster care, or as a result of court approved guardianship

For the purpose of PPL, the definition of "parent" and "child" are defined by the California Family Rights Act.

17.14.2 Benefit and Use

Eligible employees shall be granted 320 PPL hours to use within 12 months of the qualifying event. Part-time employees shall be eligible for a pro-rated number of PPL hours, based on allocated FTE.

PPL is based on a 12 month rolling calendar. No more than 320 PPL hours may be used in any 12 month period.

PPL is based on the employee's base hourly wage plus cash allowance. It is considered "paid status" for the purpose of merit, seniority, premiums, vacation and sick leave accrual, and County benefit eligibility and contributions.

PPL pay is pensionable and counts toward retirement service credit.

PPL may be used in a block of continuous time or as intermittent leaves as arranged in advance. Unless approved by the Director of Human Resources, PPL cannot be used retroactively.

Use of PPL shall not be cause for an employee to lose their current assignment on a permanent basis; however, assignments may be altered to accommodate the employee's or department's operational needs when working a reduced work schedule.

An employee in a disability period following birth of child must use sick leave down to 40 hours before using PPL.

17.14.3 Coordination of Benefits & Leaves

PPL can be fully integrated with any short-term disability or California Paid Family Leave program. STD and PFL will not reduce PPL leave entitlement. For time covered by FMLA/CFRA job protected leave for bonding, PPL must be used prior to other accrued leave or Leave Without Pay. If an employee has exhausted FMLA/CFRA entitlements, PPL must be used prior to Leave Without Pay for arranged leaves for the purpose of bonding. PPL does not need to be used when an employee is on leave for reasons other than bonding.

17.14.4 Program Review Process

County and SEIU Representatives will meet to discuss any unanticipated issues that arise, including administrative and legal issues, at the SEIU County Wide Labor Management Committee.

17.15 Supervisory Leave

Each full time employee in the Supervisory Bargaining unit (0095) who is in pay status during the last full pay period in December shall be granted eight (8) hours supervisory leave on the first pay date of January the following calendar year. Subject to the same restrictions as required of full-time employees, each part-time employee shall be entitled to a prorated number of

hours based on allocated FTE. Extra help employees are not covered by this article.

A.) Any accrued unused supervisory leave shall expire the last day of the last full pay period of each calendar year and shall not be payable. Upon separation of employment any unused leave shall be forfeited and not considered as payable with other leave payoffs.

B.) Supervisory leave taken shall be requested in advance and subject to the approval of the Department Head, or Designee, and considered for approval with particular regards to the needs of the service, and whenever possible, with regard to the wishes of the employee.

C.) Supervisory leave shall be subject to the requirements of article 17.1, Leaves of Absence without pay usage reference table, as they apply to vacation and compensatory time off.

D.) Supervisory leave shall not be available for buyback or cash-out at any time. Leave shall also be subject to forfeiture upon any changes in status or transfer to a bargaining unit that is not considered eligible for Supervisory Leave.

17.16 Disaster Service Worker Shift Compensation Leave

If an employee's regular work day is adjusted due to a disaster service assignment and such adjustment fails to fully cover their regularly scheduled work hours, the employee shall be entitled to a leave of absence with full pay up to their regularly scheduled hours, not to result in overtime.

ARTICLE 18: MISCELLANEOUS PROVISIONS - ALL BARGAINING UNITS

18.1 Safety

18.1.1 Safety – Shared Obligation

The County is committed to providing a safe and healthy workplace for its employees. It is the duty of all employees to follow safe work practices and procedures and to report any unsafe practices or conditions to their immediate supervisor or designee.

18.1.2 Safety Program

The County provides an Occupational Safety and Health Program in accordance with Sonoma County Administrative Policy 6-4 Safety Management Policy and Sonoma County Safety Management Program adopted by the Board of Supervisors on February 26, 2008, Resolution #08-0157. County Departments will update and maintain their Emergency Action Plan in accordance with the Sonoma County Administrative Policy 6-4 Safety Management Policy and Sonoma County Safety Management Program.

18.1.3 Safety – Hazard Report, Action, Appeals Process

All hazard reports, actions, and appeals shall follow the process contained in the County of Sonoma Safety Management Policy, Administrative Policy 6-4, and Sonoma County Safety Management Program, and shall not be grievable.

18.1.4 Safety – Training

Safety training will be conducted in accordance with the Sonoma County Administrative Policy 6-4 Safety Management Policy and Sonoma County Safety Management Program.

18.2 Memorandum Of Understanding – Distribution

This Memorandum of Understanding is available on-line at the County's inter-net and intra-net sites. Bargaining unit members with no access to a County computer at their worksite may request a copy of the MOU from the Department Payroll Clerk.

18.3 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.

18.4 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.

18.5 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.

18.6 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.

18.7 Auto Direct Deposit

The County will make a deposit of the employees' pay checks directly to the employee's account(s) at their designated participating financial institutions. The effective date of deposit will be one day after the regularly scheduled date of payroll issue. Employees may opt-out of direct deposit, at the time of hire or at any point(s) in the future, and receive printed paychecks.

Printed pay stubs will not automatically be provided. Pay stub information can be found bi-weekly in the self-service feature of the HRIS system where print and/or save functions are available. Employees will be provided access to a County computer to print or email their paystub.

Members who leave County employment for reasons other than retirement will be able to access their on-line paycheck information for a period of two months following their date of separation. Separated employees may request copies of their paystubs from Auditor Payroll.

18.8 Housing Assistance Program – Labor/Management

The Auditor shall deduct 2¢ 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 County will cover up to \$50,000 of the cost to administer the program each fiscal year. Any costs exceeding this amount will be deducted directly from the fund. The Auditor shall make regular reports to the committee on funds available.

The Labor Management 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.

18.9 Training – Interest Bargaining

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

This Section (18.9) is not grievable nor arbitrable under this contract grievance procedure. The parties agree that training costs under this Section (18.9) shall be equally shared between the County and the employee's Tuition & Textbook account.

18.10 Advisory Committees – Labor/Management

The County and Union support the creation and utilization of the SEIU Countywide and departmental labor-management committees. The parties acknowledge that it may not be feasible to form committees in every department, particularly small departments, but 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.
- b) Labor/Management committee meetings and related training shall be deemed County business for compensation purposes.
- c) 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 (including caseload/workload caps) 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 SEIU 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 Union.
- f) The department head shall evaluate proposed solutions, make a decision(s) on the committee's recommendation and report back the decision(s) made. 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 SEIU County Wide Labor/Management Committee shall publicize the positive results of department committee recommendations.
- h) Matters of SEIU County wide interest and matters impacting the collective bargaining agreement shall be forwarded to the SEIU 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. The SEIU County Wide Labor/Management Committee, by mutual agreement, may request and authorize, in writing, a Department Labor/Management Committee to review and discuss (but not negotiate) a matter within the scope of bargaining such as premiums, fringe benefits, caseload and working hours.

- i) This Section (18.10) 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.

18.11 Retirement – Credit for Prior Public Service

In addition to any other retirement buyback provision authorized by law and applicable rules of the Sonoma County Employees' Retirement Association, 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 to the extent allowed by Government Code Sections 7522.46, 31641.1 and 31641.2 and other provisions of law, during the term of this MOU.

18.12 Retirement – Employees Hired On Or Before December 31, 2012

This Section 18.12 (including subsections) shall apply to employees hired on or before December 31, 2012, who are or become contributing members of the Sonoma County Employees' Retirement Association ("SCERA"), or who are hired after that date and qualified for pension reciprocity as stated in Government Code Section 7522.02(c) and any related SCERA reciprocity requirements.

18.12.1 Final Compensation Based On Single Year

For purposes of determining a retirement benefit, final compensation for employees covered by this Section 18.12 shall mean the average annual compensation earnable by the member as specified in Government Code Section 31462.1.

18.12.2 3% @ 60 Pension Formula

The 3.0% at 60 pension formula shall be available to employees covered by this Section 18.12 who are contributing members of the SCERA.

18.12.3 Required Employee Contribution

SCERA members covered by this Section 18.12 will contribute the amount required by SCERA as employee contributions, and shall continue to pay an additional 3.03% of pay, pretax, to their employee retirement account. This 3.03% of pay contribution of the employee's pensionable compensation shall be paid as part of the County's contribution to pay for the unfunded accrued actuarial liability resulting from past service. This additional 3.03% contribution will continue until July 2024. Employees also shall continue to pay a pretax

statutory contribution of approximately 1.0% or slightly more, contingent upon age of entry into the retirement system.

18.12.4 Pension Cost Share Arrangement

Effective the first full pay period following July 1, 2016, and subject to Sonoma County Employees Retirement Association (SCERA) Board approval of the cost share arrangement under the terms described herein, active County General legacy members of SCERA will contribute one third of the actuarially determined difference between the average General legacy employee retirement rate (exclusive of the 3.03% payroll contribution toward the UAAL described in section 18.12.3 of the MOU) and one half the total normal cost (“total normal cost” includes both employer and member shares) calculated as an average for General legacy Members of the Sonoma County Employees Retirement Association (SCERA) covered by this Section 18.12 based on rates of all active County General legacy members, with the difference computed to a factor and applied equally to all legacy members. Such legacy employees will receive a lump sum benefit allowance as reimbursement for this pension cost share arrangement each pay period equal to the dollar value of the deduction described in this paragraph, less any required taxes.

Effective the first full pay period following July 1, 2017, and subject to SCERA Board approval of the cost share arrangement under the terms described herein, Active County General legacy members of SCERA will contribute an additional one third (for a total of two thirds of the actuarially determined difference between the average General legacy employee retirement rate (exclusive of the 3.03% payroll contribution toward the UAAL described in section 18.12.3 of the MOU) and one half the total normal cost calculated as an average for General legacy Members of the Sonoma County Employees Retirement Association (SCERA) covered by this Section 18.12 based on rates of all active County General legacy members, with the difference computed to a factor and applied equally to all legacy members. Such legacy employees will receive a lump sum benefit allowance as reimbursement for this pension cost share arrangement each pay period equal to the dollar value of the deduction described in this paragraph, less any required taxes.

The lump sum benefit allowance described above will not be included in wages for computations of overtime, pension, benefits or for any County benefit related purpose. The parties acknowledge that the negotiated cost share arrangement is subject to the approval of the Sonoma County

Employees Retirement Association (SCERA) Board. In the event SCERA does not accept the purpose of the lump sum benefit as described herein, if SCERA deems the benefit allowance as pensionable compensation, or if SCERA does not accept the cost share arrangement, or if the pension reimbursement is determined to be taxable beyond FICA and Medicare taxation, the parties agree that this provision shall cease to be implemented and the parties will reopen this section of the contract to meet and confer on a replacement pension cost share arrangement, subject to mutual agreement of the parties.

18.13 Retirement – Employees Hired On Or After January 1, 2013

This Section 18.13 (including subsections) shall apply to employees hired on or after January 1, 2013, who are or become contributing members of the SCERA and who do not qualify for pension reciprocity as stated in Government Code Section 7522.02(c).

18.13.1 Final Compensation Based On Three Year Average

As required by Government Code Section 7522.32, for the purposes of determining a retirement benefit for SCERA members covered by this Section 18.13, final compensation shall mean the highest average annual pensionable compensation earned during 36 consecutive months of service.

18.13.2 2% @ 62 Pension Formula

As required by Government Code Section 7522.20, the 2.0% at 62 pension formula shall be available to employees covered by this Section 18.13.2 who are contributing members of the SCERA.

18.13.3 Required Employee Contributions

As required by Government Code Section 7522.30(c), SCERA members covered by this Section 18.13 shall pay 50% of normal costs. In addition, SCERA members covered by this Section 18.13 shall pay 3.03% of the employee's pensionable compensation toward the County's employer contribution to retirement costs. This additional 3.03% contribution shall continue until July 2024.



18.14 Implementation Of Section 18.13

The parties agree that Section 18.13 shall be implemented concurrently with implementation of a Board of Supervisors Resolution implementing identical or comparable provisions for employees covered by the Salary Resolution.

18.15 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 affected staff including but not limited to conversations between supervisors and affected staff during supervision, as well as among units, sections, and agencies as a whole.
- 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.

18.16 State of the Workforce

At the Union's request, no later than March of each year, the County Administrator shall meet with the Union to discuss the "State of the Workforce."

18.17 Career Progression

The County will produce and post a document on the County Human Resources website that lists all of the classification families, broken down by classification, within the County's classification plan. The document will illustrate career progression opportunities for County staff. New classes will be added to the document as they are established within the County's classification plan, when applicable.

18.18 Paycheck Deduction Corrections

It is understood by the parties that the County can take deductions from employee paychecks to correct prior under collections in instances where the County has secured the permission of the affected employee(s) to do so. When County payroll becomes aware that one or more paycheck adjustments are necessary to correct an under collection of required deductions in a prior pay period, including but not limited to deductions for benefits, (except voluntarily elected employee benefits), or retirement

contributions, or pursuant to a court order, the County shall notify the affected employee(s) and SEIU as soon as possible, and where possible, will notify SEIU three business days before notifying the employee(s) with any details known at the time of notification. The County will work with the affected employee(s), and, if the employee chooses, SEIU, to obtain the affected employees' consent to make the required paycheck adjustment(s). If the deduction in question is confidential in nature, SEIU will be notified of the situation but will not be given the names of the affected employee(s). Employees will be informed that SEIU is available if the employee chooses to contact the Union for assistance.

For repayment of voluntarily elected employee benefits, a promissory note signed by the employee shall not be required. However, the County shall work with the employee to establish a mutually-agreed upon repayment plan. In the event an agreement cannot be reached, the County shall make necessary deductions evenly over a time span no less than double the number of pay periods missing the required payment. For example, if the deductions were owed for two pay periods, the County shall deduct the delinquent amount equally over four pay periods.

18.19 Staffing for Quality Public Services

Staffing levels are determined by the Board of Supervisors taking into account budgeted allocated positions for each department, division, or unit. Upon request, County Human Resources will provide a report to the Union of all allocated positions vacant longer than 90 days.

Employee(s) who have ongoing concerns about staffing levels or excessive workloads (hereafter referred to as "staffing concerns") are encouraged to document their concern and address the issues directly with their manager.

Staffing concerns may be brought to the County-wide Labor Management Committee for collaborative review as per Article 18.10 (e).

County of Sonoma may not retaliate against or engage in any form of intimidation of an employee for performing any duties or responsibilities in connection with the Labor Management Committee; or an employee who notifies the Labor Management Committee or the county administration of his or her concerns about staffing.

18.20 Extra-Help Meetings

The County and the Union will meet annually prior to budget hearings for the purpose of review and discussion of extra-help usage.

18.21 Disaster Meeting

At the request of the union, as soon as feasible after a disaster occurs within the boundaries of the County of Sonoma or surrounding counties of Mendocino, Lake, Napa, or Marin, the Human Resources Director or designee, and a representative from the CAO's office will meet with SEIU to discuss employee needs.

18.22 Call Center Protections

The following language will take effect upon ratification of this contract. If an employee may be required to answer phones using call center technology at a non-emergency call center for all or most of their work day, the job announcement shall indicate that this responsibility may be a predominant one.

18.23 Disaster Service Worker Orientation

Any employee that is required to work as a disaster worker will be oriented in the assignment. The County shall provide an opportunity for affected workers to take annual updated training for the common disaster work assignments, as available.

ARTICLE 19: BARGAINING UNIT AND SPECIAL PROVISIONS

19.1 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.

19.2 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 there are not sufficient volunteers for overtime assignments to complete the necessary work, the Director may at the Director's discretion, make mandatory overtime assignment.

19.3 Service & Technical Support Unit – Regional Parks

19.3.1 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.

19.3.2 Svcs. & Tech. Support – Regional Parks Dept – Housing

Park residences shall be occupied by Regional Parks Department employees for the purpose of providing security, public assistance, summoning quick emergency response, and other duties as specified in a Housing License Agreement. Any permanent full time Regional Parks employee may be assigned to live in County-provided housing. Consideration in assignment to housing within each Parks Division will be by Department Housing policy. The Department will offer to meet and confer over the draft Department Housing policy in accordance with state law prior to approval of the policy by the Department Head.

19.3.3 Svcs. & Tech. Support – Regional Parks Dept. –
Maintenance Fees

Once a Housing License Agreement is signed by the Regional Parks employee, 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 (19.3.3), 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 them.

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.

19.3.4 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.

19.4 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.

19.5 Compensation Compaction Between Supervisory And Subordinate

It is the mutual goal of the parties to achieve and maintain a 10% salary differential, between supervisory employees and those supervised. For purposes of this Section, “salary” shall include base pay at the “I” step of the scale. When the classes being evaluated are not in the same bargaining unit, “salary” shall include base pay, and the following compensation elements if they are different between units: employer pick up of employee pension contributions, employee pick up of employer pension contributions, and cash allowance. When the difference between the salary scale of a supervisory classification and the salary scale of the supervisor’s subordinate classification is less than 10%, the Union and the County agree to include possible adjustments to the supervisor’s salary scale during successor negotiations.

19.6 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.

An employee in the Marina Supervisor job class will be entitled to receive a housing allowance of \$550 per month.

No standby or callback pay shall be paid to the Marina Supervisor, except that off-shift work including emergency response will be counted toward hours worked for the purpose of computing overtime. The Marina Supervisor 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.

The parties agree Section 19.6 shall sunset upon the separation of the incumbent employed as of September 1, 2015.

19.7 Medical Examinations - Water Agency, Fairgrounds

The Human Resources Director or designee may direct any employee to undergo a medical examination to determine his or her mental and/or physical capacity to perform the duties of the position. The contents of the examination shall remain confidential with the County’s Occupational Health provider, except for the resulting determination that an employee is or is not capable of performing the duties of the position may be made available to the Human Resources Director or designee, the Department and to the employee concerned. All other records pertaining to such examination shall be retained by the County’s Occupational Health Provider in compliance with HIPAA and other privacy regulations as it pertains to confidential medical records.

19.7.1 Medical Examinations – Community Development Commission

The Human Resources Director or designee may direct any employee to undergo a medical examination to determine his or her mental and/or physical capacity to perform the duties of the position. The contents of the examination shall remain confidential with the County's Occupational Health provider, except for the resulting determination that an employee is or is not capable of performing the duties of the position may be made available to the Human Resources Director or designee, the Department and to the employee concerned. All other records pertaining to such examination shall be retained by the County's Occupational Health Provider in compliance with HIPAA and other privacy regulations as it pertains to confidential medical records.

19.8 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.

19.9 Title IV E – Part Time – Masters Of Social Work (MSW) In Public Child Welfare

The County has established a program for current employees of the Human Services Department who have been accepted into an accredited MSW Program with an emphasis in Public Child Welfare, approved by the Human Services Department.

The employee selected for the internship program would remain in their base classification and pay rate and would be allowed time away from their regular responsibilities up to 16 hours per week for completing their required field placement work which would take place at the County of Sonoma's Human Services Department.

The County and Union agree that the internship hours that occur during regular working hours (16 hours per week), are compensable hours. All other hours required of the Title IV E program are not compensable work hours.

This program is strictly voluntary and the internship duties do not directly relate to the employee's base classification. Completion of coursework related to the MSW and homework is not part of the program and would be completed outside the employee's regular work hours.

Subsection 19.9 is not grievable or arbitrable under Article 21 – Grievance Procedure of this MOU.

For information about the full-time Title IV-E program, please see Article 17.12 Leaves – Stipend Education Leave.

19.10 Animal Control Officer – Weapons Training

The parties agree that represented employees in the Animal Control Officer classification shall not provide weapons training for any represented employees.

ARTICLE 20: LAYOFF AND RESTORATION

20.1 Layoff And Restoration – Water Agency

20.1.1 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.

20.1.2 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.

20.1.3 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 20.1, continuous service means continuous employment by the County or Water Agency, whether with or without pay status.

20.1.4 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 20.1.3). An employee who is displaced shall be laid off and replaced by the employee who displaces them. An employee who is displaced because of layoff may in the same manner displace an employee who is junior to them.


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.

20.1.5 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.
- 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 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 shall either grant or deny the request. The General Manager may specify conditions under which the further offer of restoration may be granted.

20.1.6 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 20.1.6(b), appeal the action to the General Manager.

 (2) Within five (5) regular Agency business days after receiving the appeal, the General Manager shall give a written decision to the employee.

(3) If the employee is not satisfied with the decision in Subsection 20.1.6(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 20.1.6(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 20.1.5.

20.1.7 Layoff & Restoration – Water Agency – Non-Grievability

This Section 20.1 (20.1.1 through 20.1.7) is not grievable nor arbitrable.

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

20.2.1 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.

20.2.2 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.

20.2.3 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 (20.2), continuous service means continuous employment by the County or Sonoma County Fair and Exposition, Inc., whether with or without pay status.

20.2.4 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 20.2.3) 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 them. An employee who is displaced because of layoff may in the same manner displace an employee who is junior to them.

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.

20.2.5 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.

20.2.6 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 20.2.6(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 20.2.6(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 20.2.6(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 20.2.5.

20.2.7 Layoff & Restoration – SCF&E, Inc. – Non-Grievability

This Section 20.2 (20.2.1 through 20.2.7) is not grievable nor arbitrable.

20.3 Layoff And Restoration – General

20.3.1 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, the Fair, and the Sonoma County Agricultural Preservation and Open Space District. Neither the layoff nor the decision to layoff shall be grievable or arbitrable.

20.3.2 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.

20.3.3 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.

20.3.4 Layoff – General – Training

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

20.3.5 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 fourteen (14) calendar days prior to the effective date of the layoff and receive his or her normal base salary for the hours he or she would normally be scheduled to work during that fourteen (14) day period.

This Subsection (20.3.5) shall not apply to employees appointed to a limited term/project position.

20.3.6 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. Eligible employees will be offered the opportunity to continue coverage through COBRA. If/when this medical severance is offered concurrently with COBRA continuation coverage, the 18 month COBRA continuation period shall be extended by each month of medical severance coverage to a maximum of 24 total months.

20.3.7 Layoff – General – Salary Preservation

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

20.3.8 Layoff – General – Early Retirement

Early retirement credit in lieu of layoff is not subject to Article 23.

20.4 Layoff And Restoration – Community Development Commission

20.4.1 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.

20.4.2 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.

20.4.3 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 Commission.
- 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.
- c) 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 an hour-for-hour basis in its relationship to full-time work.
- d) For purposes of this Section 20.4, continuous service means continuous employment by the County or Community Development Commission whether with or without pay status.

- e) A full-time or part-time employee appointed to a class with a Project or Limited Term designation by job classification (e.g.: 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.

20.4.4 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 20.4.3). An employee who is displaced shall be laid off and replaced by the employee who displaces them. An employee who is displaced because of layoff may in the same manner displace an employee who is junior to them.

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 (e.g.: 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.

20.4.5 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.

20.4.6 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 20.4.6(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 20.4.6(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 20.4.6(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 20.4.5.

20.4.7 Layoff & Restoration – Community Development Commission – Non-Grievability

This Section 20.4 (20.4.1 through 20.4.7) is not grievable nor arbitrable.

20.5 Layoff & Restoration – Sonoma County Agricultural & Open Space District (SCAPOSD)

20.5.1 Layoff – SCAPOSD – Applicability

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

20.5.2 Layoff – SCAPOSD – Force Reduction

The General Manager may layoff an employee whenever it is deemed necessary because of lack of work or lack of funds or because of the abolishment of a position.

20.5.3 Layoff – SCAPOSD – Order Of Layoff

Whenever it is necessary to layoff one or more employees, the General Manager shall identify which classification shall be subject to layoff. For purposes of this Section 20.5, within each such affected classification, continuous service shall be defined as continuous District service whether with or without pay status. If two employees in the same classification have equal time with the District, then time in the retirement system will be the next determining factor. Employees shall be laid off in the following order:

1. Extra-help and provisional employees.
2. Part-time and full-time regular employees who have less than 1040 hours of continuous service in the affected classification.
3. Part-time and full-time regular employees with more than 1040 hours of continuous service in the affected classification.

Within each of the foregoing three categories, employees with less total continuous service in the affected classification shall be laid off before those with greater total continuous service in the affected classification. “Continuous service in the affected classification” shall include continuous service in the affected classification or in any other classification having the same or higher salary range as the one in which the layoff occurred, provided that there was no break in service of more than two working days between the time the employee moved from such classification to the one from which he or she is being laid off. Continuous part-time service shall be prorated on an hour-for-hour basis in its relationship to full-time work.

20.5.4 Layoff – SCAPOSD – Displacement

A full-time or part-time employee who is laid off and who has greater total continuous District service than another employee in the District 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 District in the class in accordance with the rules on the order of layoff (Subsection 20.5.3). An employee who is displaced shall be laid off and replaced by the employee who displaces them. An employee who is displaced because of layoff may in the same manner displace an employee who is junior to them. 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.

20.5.5 Layoff – SCAPOSD – Restoration

- a) A regular employee who has been laid off 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, return receipt requested, be offered restoration to a vacant position in the classification from employee was laid off, which the General Manager determines to fill within two years after the date the employee is laid off. The General Manager shall make a reasonable attempt to notify an employee who is eligible for restoration. If an employee cannot be reached within twenty (20) calendar days from the date such offer is mailed, the right to restoration shall be forfeited. Should an employee not accept restoration within five (5) regular business days after the receipt of the offer or should the employee decline to begin work within fifteen (15) regular 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.
- b) Whenever more than one person has been laid off and/or displaced in the same class in the District, 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 District.
- d) A person who has forfeited an opportunity for restoration may, within 10 regular District business days after forfeiture, request in writing to the General 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 calendar days after the request is filed the General Manager shall either grant or deny the request. The General Manager may specify conditions under which the further offer of restoration may be granted.

20.5.6 Layoff – SCAPOSD – Appeals

- a) The Board of Directors 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 District business days from the receipt of the notice, an employee may, within the provision of Subsection 20.5.6(b), appeal the action to the General Manager.
 - (2) Within five (5) regular District business days after receiving the appeal, the General Manager shall give a written decision to the employee.
 - (3) If the employee is not satisfied with the decision in Subsection 20.5.6(c)(2) above, the employee may, within five (5) regular District business days after receiving the decision, appeal the decision to the District's Board of Directors.
 - (4) The District's Board of Directors shall review an appeal resulting from Subsection 20.5.6(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 20.5.5.

20.5.7 Layoff & Restoration – SCAPOSD – Non-Grievability

This Section 20.5 (20.5.1 through 20.5.7) is not grievable or arbitrable.

20.6 Consideration of Layoff

At least thirty (30) days before the Board takes action that either, 1) authorizes the County to initiate layoff procedures, or 2) takes action to adopt budgetary changes that result in abolishing filled positions, the County will provide written notice to SEIU. Once notified, SEIU may request a meeting with the County to discuss the possibility of layoffs, including the appropriate classifications to impact, and possible alternatives to layoff. In the event that SEIU requests to meet pursuant to this section of the MOU, it is understood and agreed that the discussions are not subject to the meet and confer requirement of state law and will not operate to delay the Board's action.

ARTICLE 21: GRIEVANCE PROCEDURE

21.1 Grievance – Purpose Of Procedure

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

21.2 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: disciplinary actions, including those that the Union claims are based on discrimination for Union activity (except written reprimands issued to current Union directors, officers or stewards, as identified in the last quarterly list given to the County, if the Union claims the reprimand reflects 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; safety related issues; any provision of this Memorandum specifically identified as not grievable.

Day shall mean County business day.

21.3 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 21.2 may file a grievance. The Union may file a grievance without naming the individual employee(s) on behalf of whom it filed the grievance, only if the 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, an employee may represent themselves, or may be represented by a Union representative who may be a Union steward. If the Union files a grievance without naming an individual employee, the Union shall be represented by an elected officer, steward, or labor representative designated by the Union.

21.4 Grievance – Procedure Initiation

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

21.5 Grievance – Department Designee(s)

Within two (2) months of ratification of this MOU, the County shall post a list of all department designees for grievances on the Human Resources website near the SEIU Steward List. This list shall be kept up to date by the County and include name, title, contact information, and, if applicable, a substitute designee.

21.6 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.

21.7 Grievance Procedure – Informal Review

Before initiating the first step of the grievance procedure, an individual employee, or group of employees, with or without their representative, may first attempt to resolve the grievance informally. Informal attempts to resolve a grievance shall not extend the time limits, including the initiation deadline provided for in Article 21.4 of this Memorandum.

21.8 Grievance – First Step Of

The first step of the grievance procedure shall be initiated upon the grievant's submission of a written grievance and request for a first step grievance meeting to the department designee where the action(s) or occurrence(s) giving rise to the grievance took place. The department designee shall make a good-faith effort to determine the most appropriate respondent and, within three (3) County business days, indicate to whom the first step grievance shall be assigned by notifying the grievant and assigned respondent of the requirement for a first step grievance meeting.

The written request for a first step grievance meeting must:

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

The grievance shall be discussed at a meeting with the grievant and the assigned respondent within fifteen (15) County business days from the date of the assigned respondent's receipt of the request for a first step grievance meeting as provided in Section 21.6 above.

Every effort shall be made by the parties to resolve the grievance at this level, which may include conferences among supervisory or administrative personnel. Such discussions will be held whenever possible, during the grievant's work hours.

The first step assigned respondent shall respond in writing within seven (7) County business days of the first step meeting. The assigned respondent's first step response shall indicate the non-SEIU represented designee to whom a second step grievance must be submitted.

For a grievance asserted on behalf of more than one employee, the County and the Union may agree in writing to consolidate the grievance. There shall be only one first step grievance meeting for a consolidated grievance.

21.9 Grievance – Second Step Of

21.9.1 Grievance – Timing & Rationale – Second Step

To advance the grievance to the second step of the grievance procedure, the grievant shall, within seven (7) County business days after receiving the first step response, submit the grievance in writing to the second step designee indicated in the first step response. The grievant shall copy the Human Resources Employee & Labor Relations Manager, the first step respondent and the Union on the submission.

21.9.2 Grievance – Response to Second Step

The written grievance shall be responded to in writing by the second step designee indicated in the first step response within seven (7) County business days from the date the written grievance was received and a copy sent to the Human Resources Employee & Labor Relations Manager, the first step respondent and the Union. The written response shall include:

- a) a complete statement of the respondent's position and the facts upon which it is based;
- b) the remedy which has been offered, if any; and
- c) the Department/Agency Head to whom a third step grievance must be submitted.

21.10 Grievance – Third Step Of

21.10.1 Grievance – Third Step – Timing

To advance the grievance to the third step of the grievance procedure, the grievant shall, within seven (7) County business days after receiving the second step response, submit the grievance in writing to the department/agency head indicated in the second step response, with a copy to the Human Resources Employee & Labor Relations Manager and the Union. The third step grievance shall include the reasons why any proposed remedy offered at the second step was not satisfactory.

21.10.2 Grievance – Third Step – Response To

Within five (5) County business days after receiving the third step grievance, the department/agency head or the head's designated representative shall schedule a meeting with the grievant(s). Either party may request that a Human Resources representative participate in the meeting. At the meeting they shall thoroughly discuss the grievance. The department/agency head shall give their decision within fifteen (15) County business days after the discussion and send a copy of the decision to the Human Resources Employee & Labor Relations Manager and the Union.

When a grievance is not resolved at the second step and is advanced to the third step, the department head or designated representative may request in writing additional time for the purpose of working on a resolution. Extension of this deadline shall be permitted only upon mutual agreement of both parties.

21.11 Mediation

21.11.1 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.

21.11.2 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.

21.12 Arbitration Of Grievance

21.12.1 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.

21.12.2 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 written and given to the County Counsel and the Employee Relations Manager, in writing, within fifteen (15) days of the receipt of the Step Three response.

The moving party shall, within thirty (30) days of submitting a written request for arbitration, begin the process for selecting an arbitrator and scheduling a hearing date. An extension of the thirty (30)-day timeline must be requested in writing by either party and agreed upon by both parties. Failure to comply with the timelines set forth in this section or other timeline mutually agreed upon by the parties shall immediately terminate the grievance and all rights provided under the grievance procedure.

21.12.3 Arbitration – Selection Of Arbitrator

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

21.12.4 Arbitration Panel – Selection Of Arbitrator

If the County and the Union are unable to reach a mutual agreement on the selection of an arbitrator within 24 calendar days from the date the request for arbitration is submitted to County Counsel and the Employee Relations Manager (Section 21.12.2), the parties shall submit a request to the California State Conciliation Service for a list of eleven (11) qualified arbitrators. The parties shall select the arbitrator by alternately striking names with the first strike determined by chance.

21.12.5 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.

21.12.6 Arbitration – Scope Of Arbitration

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 arbitrator shall not add to, detract from, or modify the language of the collective bargaining agreement or modify the language of departmental rules and regulations in considering any issue properly before them.

The arbitrator's award shall be limited to the precise issues raised by the grievance and submitted by the parties. The arbitrator shall have no authority to consider any other issue not submitted by the parties.

Any arbitrator's monetary award in favor of the grievant shall be limited to up to a maximum amount of \$100,000 measured from the initiation date described in Section 21.4.

The arbitrator's award shall be final and binding to the extent permitted by law.

21.12.7 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.

21.12.8 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.

21.13 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.

21.14 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 22: FULL PERFORMANCE, NO STRIKE

22.1 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.

22.2 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.

22.3 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.

22.4 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 22, the County may suspend its compliance with Sections 4.9 and 4.10 and Articles 25 and 26 of this Memorandum of Understanding.

22.5 Prohibited Activities – Employee Liability

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

**ARTICLE 23: FULL UNDERSTANDING, MODIFICATION,
WAIVER**

23.1 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.

23.2 MOU – Meet & Confer Waiver

23.3 Except as specifically provided herein, it is agreed and understood that the County and the Union voluntarily and unqualifiedly waive the right to meet and confer over any subject expressly covered by this agreement for the term of the agreement unless mutually agreed to by the County and the Union.. 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.

23.4 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.

23.5 MOU – Non-Precedent Setting

The **wa**iver 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.

23.6 Incorporate Side Letters Into MOU

All side letters shall be incorporated into this Agreement by March 29, 2023. This MOU constitutes the entire agreement between the Union and the County.

ARTICLE 24: SEPARABILITY

24.1 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.

24.2 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 25: REOPENERS

25.1 Reopeners

During the term of this MOU, the parties agree not to reopen any article of this MOU unless the parties mutually agree to reopen a specific section or article.

25.2 Reopener On Pension Subjects

On or before April 30, 2024, at the initiation of either party, the County and the Union agree to reopen negotiations on the following sections and subjects:

Sec. 18.12.3 – Required Employee Contribution

Sec. 18.12.4 – Pension Cost Share Arrangement

NEW: Pension COLA For Future Retirees

The County and the Union understand and agree that as part of reopener negotiations under this section, either party may offer counter-proposals on terms and conditions of employment outside the scope of the reopener sections and subjects listed above. The parties further understand and agree that they will meet and confer in good faith as defined by State law and that any changes to terms and conditions of employment as a result of this reopener would be subject to mutual agreement.

ARTICLE 26: 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

SEIU 1021

s/Richard Bolanos
Richard Bolanos

s/Andrea Zanetti
Andrea Zanetti

s/Jeremia Mills
Jeremia Mills

s/Michael Vioria
Michael Vioria

s/Ashley Nolan
Ashley Nolan

s/Jana Blunt
Jana Blunt

s/Cheryl Thibault
Cheryl Thibault

s/Tracy Allen
Tracy Allen

s/Mari Cook
Mari Cook

s/Travis Balzarini
Travis Balzarini

s/Michelle Hume
Michelle Hume

s/Keith Lew
Keith Lew

s/Tony Walls
Tony Walls

s/Zoe Bagala
Zoe Bagala

s/Sherry Bradford
Sherry Bradford

s/Hannah Burns
Hannah Burns

s/Eleanor Campbell-Brown
Eleanor Campbell-Brown

s/Matthew Jensen
Matthew Jensen

s/Curtis Kendall
Curtis Kendall

s/Sonja Moug
Sonja Moug

s/Julia Rapkin
Julia Rapkin

s/Terri Serbins
Terri Serbins

s/Rebecca Vives
Rebecca Vives

s/Ross Weber
Ross Weber

s/Paul Foster
Paul Foster

(Signed Document on File with Employee Relations)

APPENDIX B

CLASSIFICATIONS COVERED BY ARTICLE 10.6 – SAFETY EQUIPMENT AND SAFETY UNIFORMS, COUNTY ISSUED UNIFORMS, UNIFORM ALLOWANCE, AND SAFETY BOOTS / SHOES ALLOWANCE

This Appendix B is an attachment to Article 10 and is incorporated into Article 10 by this reference and the reference in Article 10.

10.6.2 County Issued Uniforms

- Airport Operations Specialist Trainee
- Airport Operations Specialist
- Airport Operations Supervisor
- Animal Control Officer I/II
- Animal Care Assistant
- Animal Health Technician
- Assistant Cook
- Bridge Worker
- Bridge Supervisor
- Building Events Worker
- Chef
- Community Services Officer
- Cook
- Detention Assistant
- Detention Specialist I/II
- Detention Specialist Supervisor
- Disposal Worker I/II
- Disposal Supervisor
- Engineering Aide
- Engineering Technician I/II/III/IV
- Fairgrounds Maintenance Worker
- Groundskeeper
- Head Janitor
- Janitor
- Legal Processor (assigned in the Sheriff's Office)
- Mail Clerk
- Maintenance Assistant
- Maintenance Supervisor I/II
- Maintenance Worker I/II/III
- Marina Attendant
- Marina Supervisor
- Materials Equipment Specialist
- Materials Handler
- Nurse Practitioner/Physicians Assistant

- Park Aide
- Parks & Grounds Maintenance Supervisor
- Parks & Grounds Maintenance Worker I/II
- Park Program Supervisor
- Park Program Assistant
- Park Ranger III
- Park Ranger Assistant
- Park Ranger Trainee
- Parking and Facility Officer
- Probation Assistant (assigned to Youth Camp)
- Senior Airport Operations Specialist
- Senior Detention Specialist
- Senior Fairgrounds Maintenance Worker
- Senior Marina Attendant
- Senior Office Assistant (assigned in the Sheriff's Office)
- Senior Parks & Grounds Maintenance Worker
- Senior Storekeeper
- Supervising Detention Assistant
- Supervising Legal Processor (assigned in the Sheriff's Office)
- Storekeeper
- Supervising Animal Control Officer
- Traffic Maintenance Supervisor I/II
- Traffic Signal Technician
- Traffic Paint and Sign Worker
- Vegetation Specialist
- Vegetation Control Advisor
- Yard Clerk

10.6.3 Water Agency Uniforms

- Automotive Service Worker
- Materials Equipment Specialist
- Storekeeper
- Water Agency Maintenance Supervisor I/II
- Water Agency Maintenance Worker I/II/III
- Waste Management Specialist
- Water Agency Mechanic Supervisor

10.6.5 Annual Uniform Allowance

- Bridge Worker
- Bridge Supervisor
- Fairgrounds Maintenance Supervisor
- Fairgrounds Maintenance Worker
- Fairgrounds Storekeeper

- Maintenance Supervisor I/II
- Maintenance Worker I/II/III
- Probation Assistant (assigned to the Youth Camp)
- Senior Fairgrounds Maintenance Worker
- Traffic Maintenance Supervisor I/II
- Traffic Paint and Sign Worker
- Vegetation Specialist
- Vegetation Control Advisor



10.6.6 Uniform Cleaning Allowance

1.
 - Airport Operations Specialist
 - Airport Operations Supervisor
 - Airport Operations Trainee
 - Disposal Worker I/II
 - Disposal Supervisor
 - Groundskeeper (assigned to Refuse)
 - Senior Airport Operations Specialist
2.
 - Bridge Worker
 - Senior Bridge Worker
 - Bridge Supervisor
 - Maintenance Worker I/II/III
 - Maintenance Supervisor
 - Traffic Paint and Sign Worker
 - Traffic Maintenance Supervisor
 - Vegetation Specialist
 - Vegetation Control Advisor

10.6.7 Safety Boot/Shoe Allowance

- Agricultural Biologist/Standards Specialist I/II/III
- APOSD Assistant Planner**
- APOSD Associate Planner**
- APOSD Community Relations Assistant**
- APOSD Community Relations Specialist**
- APOSD Geographic Information Systems Analyst**
- APOSD Geographic Information Systems Coordinator**
- APOSD Planner**
- APOSD Senior Planner**
- APOSD Acquisition Assistant
- APOSD Acquisition Specialist**

- APOSD Senior Acquisition Specialist**
- APOSD Stewardship Supervisor**
- APOSD Technician
- Air Quality Specialist I/II/III**
- Airport Operations Specialist**
- Airport Operations Supervisor**
- Airport Operations Trainee **
- Animal Control Officer I/II
- Animal Care Assistant**
- Animal Health Technician**
- Assistant Building Superintendent
- Bridge Maintenance Supervisor
- Bridge Worker
- Building Inspector I/II
- Chef
- Community Service Officer
- Cook
- Deputy Public Administrator/Guardian/Conservator
- Detention Assistant
- Detention Specialist I/II
- Detention Specialist Supervisor
- Disposal Supervisor
- Disposal Worker I/II
- Engineering Technician I/II/III/IV**
- Events Services Aide*
- Events Services Supervisor
- Events Services Worker
- Fairgrounds Maintenance Worker
- Groundskeeper
- Heavy Equipment Fleet Maintenance Supervisor
- Janitor
- Maintenance Assistant
- Maintenance Supervisor
- Maintenance Worker I/II/III
- Marina Attendant**
- Marina Supervisor**
- Materials Handler**
- Park Aide*
- Parks & Grounds Maintenance Supervisor**
- Parks & Grounds Maintenance Worker I/II**
- Park Planner
- Park Program Supervisor**
- Park Program Assistant**
- Park Ranger III **

- Park Ranger Assistant*
- Park Ranger Trainee**
- Parking and Facility Officer**
- Probation Assistants (assigned to the Youth Camp)**
- Residential Services Worker
- Senior Agricultural Biologist/Standards Specialist
- Senior Agricultural Program Assistant**
- Senior Airport Operations Specialist**
- Senior Bridge Worker
- Senior Detention Specialist
- Senior Fairgrounds Maintenance Worker
- Senior Marina Attendant**
- Senior Parks & Grounds Maintenance Worker**
- Senior Storekeeper
- Supervising Animal Control Officer
- Supervising Building Inspector
- Supervising Detention Assistant
- Supervising Environmental Health Specialist
- Storekeeper
- Traffic Maintenance Supervisor
- Traffic Paint and Sign Worker
- Traffic Signal Technician**
- Vegetation Specialist
- Vegetation Control Advisor
- Water Agency Engineering Technician I/II/III
- Water Agency Geographic Information Systems Analyst**
- Water Agency Maintenance Supervisor
- Water Agency Maintenance Worker I/II/III
- Water Agency Mechanic Supervisor
- Water Agency SCADA Technology Analyst

*Seasonal or temporary employees who “hold title and perform duties” as listed in Section 10.6.7 (Safety Boot / Shoe Allowance), shall have the option once in each two-year period to receive a voucher toward the purchase of safety boots/shoes.

**Employee in these classifications are not entitled to an annual boot allowance and 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 County.

**APPENDIX C
SIDE LETTER AGREEMENT BETWEEN
COUNTY of SONOMA
AND
SERVICE EMPLOYEES' INTERNATIONAL UNION, LOCAL 1021 (SEIU)**

RE: REGIONAL PARKS GENERAL PARKS MEMBERSHIP

March 28, 2023

This side letter of agreement by and between the County of Sonoma ("County") and the Service Employees' International Union Local 1021 ("Union"), hereinafter collectively called "the parties," confirm the County will issue each bargaining unit member a Regional Parks General Parks Membership annually for each year of the contract:

- July 1, 2023
- July 1, 2024
- July 1, 2025

This side letter is subject to and will be in effect during the term of the successor MOU.

FOR THE COUNTY

FOR THE UNION

DATE: _____

DATE: _____

**APPENDIX D
SIDE LETTER AGREEMENT BETWEEN
COUNTY of SONOMA
AND
SERVICE EMPLOYEES' INTERNATIONAL UNION, LOCAL 1021 (SEIU)**

RE: STATE DISABILITY INSURANCE

March 28, 2023

This side letter of agreement by and between the County of Sonoma ("County") and the Service Employees' International Union Local 1021 ("Union"), hereinafter collectively called "the parties," confirm the parties' commitment no later than October 31, 2024, the parties will meet and discuss State Disability Insurance (SDI). Discussions will include how SDI could integrate with existing County and SEIU leave programs and potential changes to current leave programs, including but not limited to:

- a) Sick Leave
- b) Short Term Disability
- c) Long Term Disability
- d) Paid Parental Leave
- e) Workers' Compensation

The parties will exchange program information and ideas related to the interest of integration of SDI during these discussions.

After these discussions, should either party have an interest in implementing SDI, the parties will meet and confer as required by State law.

The Union will be represented by no more than seven (7) SEIU members during any meet and discuss or meet and confer on this topic.

This side letter is subject to and will be in effect during the term of the successor MOU.

FOR THE COUNTY

FOR THE UNION

DATE: _____

DATE: _____

APPENDIX E
SIDE LETTER AGREEMENT BETWEEN
COUNTY of SONOMA
AND
SERVICE EMPLOYEES' INTERNATIONAL UNION, LOCAL 1021 (SEIU)

RE: SALARY ADMINISTRATION DIFFERENTIAL EVALUATION

March 28, 2023

This side letter of agreement by and between the County of Sonoma ("County") and the Service Employees' International Union Local 1021 ("Union"), hereinafter collectively called "the parties," confirm the parties' commitment to a differential evaluation, including but not limited to:

The parties agree that the County will evaluate fifteen (15) non-benchmark classifications over the term of the MOU for the purpose of salary administration differential evaluation. Within three (3) months of the adoption of the MOU, SEIU will submit to Human Resources the first set of eight (8) classifications. Within six (6) months of MOU adoption, SEIU will submit to Human Resources the second and final set of seven (7) classifications.

Upon launching the evaluation of each job classification, Human Resources will have at least two (2) meetings with a representative sample of incumbent staff and union representatives to gain a better understanding of the purpose and current duties of the job class being evaluated. The number and duration of meetings will be at the County's discretion, and the size of the representative sample of incumbents will be mutually agreed upon by the County and the Union. The County will not conduct position review classification studies for appropriateness of current class or update classification specifications as part of the process.

Consistent with the methodology used when developing salary recommendations for new classifications, the County will consider comparable agency market data and internal equity when conducting its evaluation and developing recommendations. Outcomes of the evaluation may result in an increase of differentials between

classifications, a decrease of differentials between classifications, moving an evaluated classification to a different benchmark, establishing an evaluated classification as a new benchmark, or no change to the current differential.

If any of the job classifications identified for evaluation have linked or tied classes, the differentials of those linked/tied classes will not be included as part of the analysis unless those classes are identified and included in SEIU's list of classes for evaluation, or the County determines an evaluation is necessary due to concerns about how a recommendation may impact internal equity.

Upon completion of its analysis, the County will offer to meet and confer with SEIU over the recommendations with the intent of reaching an agreement on the results through a side letter process by the end of the contract term. Any changes to salary administration differentials which result in salary adjustments will go into effect upon establishment of the successor MOU.

This side letter is subject to and will be in effect during the term of the successor MOU.

FOR THE COUNTY

FOR THE UNION

DATE: _____

DATE: _____

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