LETTER OF AGREEMENT

COUNTY of SONOMA AND STATIONARY ENGINEERS, LOCAL 39 (LOCAL 39)

July 22, 2020

The County of Sonoma (County) and Local 39 (Union) have agreed to the following changes to the Memorandum of Understanding (MOU), Article 7.1 Salary, to account for and redress calculation errors in the initial "Emp. Ret" column in the County's 2018 Total Compensation Study as of November 30, 2018. Errors to the total compensation study were found subsequent to the completion of contract negotiations and the implementation of a tentative agreement.

The Union and the County agree to amend the existing language in Article 7.1 (noted in red):

ARTICLE 7: SALARIES AND STATUS CHANGES

7.1 Salary

7.1.1 Adjustments

a. Cost of Living Adjustment

Salary scales shall be as specified in Appendix A for each classification in the bargaining unit. Effective with the pay period that begins July 19, 2016, the County shall increase by three percent (3%) the steps of each scale in the Salary Table specified in Appendix A.

Effective with the pay period that begins March 14, 2017, the County shall increase by three percent (3%) the steps of each scale in the Salary Table specified in Appendix A.

b. Salary Increases for Specific Classifications

- i. Effective July 30, 2019: For those benchmark classifications that are below the market average, the A Step will be increased by up to 4% of the percentage listed in Appendix A-1 to this proposal. The County will concurrently increase the A-I Steps of each Local 39 represented non-benchmark classification salary scale based on the County's internal salary administration alignments.
- ii. Effective July 14, 2020: For those benchmark classifications that are below the market average, the A Step will be increased by the remaining percentage listed in Appendix A-1 to this proposal. The County will concurrently increase the A-I Steps of each Local 39 represented non-benchmark classification salary scale based on the County's internal salary administration alignments.

iii. Effective August 11, 2020, the County will provide an equity adjustment by increasing the adjusted A step of the job classification in Appendix A-1 and attached to this agreement, as follows:

Electrician-Instrumentation Technician

\$0.18/hr

No salaries will be reduced as a result of these adjustments.

c. Cost of Living Adjustment for All Classifications

Salary scales shall be as specified in Appendix A for each classification in the bargaining unit. During the four year Agreement, the County will provide four salary adjustments for Local 39 represented classifications. The effective dates and amounts of the cost of living adjustments are as follows:

Effective August 13, 2019, the County shall increase by three percent (3%) the steps of each scale in the Salary Table specified in Appendix A.

Effective July 28, 2020, the County shall increase by three percent (3%) the steps of each scale in the Salary Table specified in Appendix A.

Effective July 13, 2021 and July 12, 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 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.

d. County Comparison Agencies

All county classifications within bargaining unit 0085 shall utilize the following for comparable agency purposes:

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

The benchmark market average will 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, topstep 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 the calculation in order to conclude there is sufficient market data.

e. The parties agree that in preparation for the next contract negotiation only, that a labor management committee (LMC) will meet no later than August 1, 2022 to review comparable agencies, classifications and benchmarks. The County shall update total compensation data with the agreed upon match classifications (if any) as of the date of the Total Compensation Study data used in the original survey during any of the five (5) committee meetings mentioned below and/or during negotiations. The labor management team shall consist of the following: the bargaining unit team shall include up to two (2) employees from the Water Agency, up to two (2) employees from the Department of General Services, and one (1) union representative; the County team shall consist of three (3) representatives from the County. The parties agree that the committee will meet no more than five (5) times. Nothing in this paragraph precludes the parties from discussing comparable agencies, classifications, and benchmarks during negotiations.

This Letter of Agreement 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.

The Union agrees that the County has met its obligation to meet and confer on the contents of this Letter of Agreement.

No agreement, 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 the County's Board of Supervisors.

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

COUNTY OF SONOMA

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Employee & Labor Relations Manager

Date: 8-4-2620

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