



COUNTY OF SONOMA

575 ADMINISTRATION
DRIVE, ROOM 102A
SANTA ROSA, CA 95403

SUMMARY REPORT

Agenda Date: 1/14/2025

To: Sonoma County Board of Supervisors

Department or Agency Name(s): Human Resources Department

Staff Name and Phone Number: Janell Crane, 707-565-2885; Jeremia Mills, 707-565-3995

Vote Requirement: Majority

Supervisorial District(s): Countywide

Title:

Side Letter of Agreement amending the current Memorandum of Understanding between the County of Sonoma and the Sonoma County Law Enforcement Association

Recommended Action:

Adopt a Resolution approving the Side Letter of Agreement to amend the current Memorandum of Understanding (MOU) between the County of Sonoma and the Sonoma County Law Enforcement Association (SCLEA) for the term June 12, 2023 through March 31, 2026.

Executive Summary:

Representatives of the County and the Sonoma County Law Enforcement Association (SCLEA) met and conferred and reached a Tentative Agreement amending the terms and conditions of employment, to be implemented as a Side Letter of Agreement ("Agreement") to the current Memorandum of Understanding (MOU), to be effective June 12, 2023, through May 1, 2026, hereinafter referred to as Side Letter of Agreement (Attachment A).

All changes negotiated for the Side Letter of Agreement become effective upon adoption by the Board of Supervisors, unless otherwise specified in the Side Letter of Agreement.

Discussion:

Representatives of the County and SCLEA met and conferred and reached agreement for a Side Letter of Agreement, amending the terms and conditions of employment for the remainder of the MOU currently in effect.

SCERA has reviewed the changes and determined that they pose no significant additional liability to the pension system, aside from minor salary growth, which is expected to have little to no effect on the unfunded liability. It was determined that it was not necessary to request that Segal prepare an actuarial report, as the impact of the correctional deputies aligns with Segal's standard assumptions for salary growth.

Term of Current MOU:

June 12, 2023 - May 1, 2026

The following is a summary of the major provisions negotiated in this agreement:

Definitions:

During the remainder of the term, full-time employees will continue to be defined as those regularly

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scheduled for eighty (80) hours of work in each pay period, *except for*, Correctional Deputies I/II assigned to MADF Operations. For Correctional Deputies I/II assigned to MADF Operations, full-time shall be defined as an employee who is employed in an allocated position which is regularly scheduled for eighty-four (84) hours of work in each 14-day work period (which currently coincides with the pay period).

Hours and Overtime:

Contract overtime for classifications represented by the SCLEA MOU will remain the same, *except for*, the sworn, non-exempt employees classified as Correctional Deputies I/II assigned to MADF Operations. For Correctional Deputies I/II assigned to MADF Operations, non-statutory overtime is defined as hours in paid status, except sick leave, in excess of eighty (84) in a regular 14-day work period.

Vacation:

Effective the pay period of implementation of the 84 (84 hour) work schedule, each *Correctional Deputies I/II assigned to MADF Operations* who is employed in an allocated position which is regularly scheduled for eighty-four (84) hours of work in each work period 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 paid status excluding overtime. Rates shown below will be adjusted to reflect any unpaid time in each pay period.

The accrual rate for *Correctional Deputies I/II assigned to MADF Operations* varies from the remainder of the Non-Supervisory classes represented by the SCLEA MOU. Accrual rates for *Correctional Deputies I/II assigned to MADF Operations* will be as follows:

YEARS OF COMPLETED FULL-TIME SERVICE	IN-SERVICE HOURS OF COMPLETED SERVICE	RATE FOR 84 IN-SERVICE HRS. PER PAY PERIOD	MAXIMUM ACCUMULATED HOURS
0 through 2	0 to 4382	3.71	360
2 through 5	4383 to 10954	4.35	360
5 through 10	10955 to 21909	5.31	360
10 through 15	21910 to 32863	6.60	360
15 through 20	32864 to 43817	7.57	360
20 through 25	43818 to 54771	8.21	360
25 or greater	54772 or more	8.54	360

Sick Leave:

Correctional Deputies I/II assigned to MADF Operations will also accrue sick leave at a rate consistent with the remaining classes represented by the SCLEA MOU. All classes represented by SCLEA currently accrue sick leave at the rate of 3.680 in-service hours for each completed eighty-hour (80) pay period of service. *For Correctional Deputies I/II assigned to MADF Operations* who are employed in an allocated position which is regularly scheduled for eighty-four (84) hours of work in each work period, each employee in this assignment shall accrue and accumulate sick leave at the rate of 3.864 in-service hours for each completed eighty-four-hour (84) pay period of service. Both rates accrue at 0.046 hours of sick leave per in-service hour.

Seniority:

For the purpose of seniority calculation for layoff, hours towards completion of probationary period, shift bidding, or other department seniority-based processes, the parties agree that calculations for years of service

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Correctional Deputies I/II assigned to MADF Operations will accrue hours at a rate consistent with others in the Correctional Deputy I/II class *not assigned to MADF operations, a year of service based on 1.0 FTE which is equal to 80 hours per pay period.*

Pension:

Sonoma County Employees' Retirement Association (SCERA) will accept salary above 80 hours for purposes of calculating the member's monthly retirement benefit, however they will not accept over 80 hours for purposes of service credit accrual. SCERA's service accrual credit calculation is calculated based on an 80 hour cap. Any hours above 80 would cause employees to accrue at a rate greater than one year worth of service credit.

Prior Existing Side Letters of Agreement:

The parties hereby acknowledged and agree that the side letter of agreement dated July 28, 2020, related to the Suspension of Certain Elements of MOU Article 14.8, specifically related to the temporary closure of the North County Detention Facility (NCDF), remains in effect.

Strategic Plan:

This item directly supports the County's Five-year Strategic Plan and is aligned with the following pillar, goal, and objective.

Pillar: Organizational Excellence

Goal: Goal 1: Strengthen operational effectiveness, fiscal reliability, and accountability

Objective: Objective 1: Align the Board of Supervisor's strategic priorities, policy, and operational goals with funding and resources.

Racial Equity:

Was this item identified as an opportunity to apply the Racial Equity Toolkit?

No

Prior Board Actions:

June 15, 2023: Memorandum of Understanding (MOU) between the County of Sonoma and the Sonoma County Law Enforcement Association approved as recommended by Resolution #23-0310.

FISCAL SUMMARY

Expenditures	FY23-24 Adopted	FY24-25 Projected	FY25-26 Projected
Budgeted Expenses			
Additional Appropriation Requested			
Total Expenditures			
Funding Sources			
General Fund/WA GF			
State/Federal			
Fees/Other			
Use of Fund Balance			
General Fund Contingencies			

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Total Sources			
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Narrative Explanation of Fiscal Impacts:

Fiscal impacts to the organization will be essentially be cost neutral. Costs associated with the increase in straight time hours, will be offset by the reduction of mandatory overtime hours, which are required of CD's under the current schedule.

Staffing Impacts:			
Position Title (Payroll Classification)	Monthly Salary Range (A-I Step)	Additions (Number)	Deletions (Number)

Narrative Explanation of Staffing Impacts (If Required):

The proposed change would be to change from ten 8-hour days in a 14-day work period to seven 12-hour days in a 14-day work period. Through aggressive recruitment efforts, the Sonoma County Sheriff's Office is nearly fully staffed at the CDI and CDII classifications (2 vacancies). The new schedule would increase continuity of operations as there would be fewer shift changes and makes more staff available to respond to critical incidents as compared to the existing schedule. The hour's incarcerated persons are locked down to free up CD staff for other assignments would decrease and more available staff decreases backfill needs. 12-hour shift schedules are commonplace in other correctional/detention facility settings.

Other staffing impacts may include:

1. Reduction in employee absenteeism
2. Reduction in commute days/time and travel costs for employees
3. Simplifies scheduling and coverage; supervisors and managers to spend less time constructing schedules and filing shifts
4. More staffing consistency; fewer shift handovers
5. Improved employee productivity
6. Improved work-life balance for employees

Attachments:

1. Resolution
2. Attachment A - Side Letter of Agreement - Correctional Deputies I/II 84 Hours
3. Attachment B - Side Letter of Agreement re: North County Detention Facility - Dated July 28, 2020

Related Items "On File" with the Clerk of the Board:

None