

**TENTATIVE AGREEMENT BETWEEN  
COUNTY OF SONOMA AND  
SERVICE EMPLOYEE INTERNATIONAL UNION, LOCAL 1021**

XXXXXXXXXXXXXXXXX 2019-2023 *gk*

The following document contains the Tentative Agreement between the County (“County”) and the Service Employees International Union Local 1021 (“Union”), hereinafter collectively called “the parties”, on wages, hours, and terms and conditions of employment. The salaries, hours, fringe benefits and working conditions set forth have been mutually agreed upon by the designated bargaining representatives of the County and the Union and will apply to all employees covered by the Memorandum of Understanding (MOU) between the County and the Union.

Upon Union ratification and Board approval, this Agreement will extend the MOU between the parties dated.

*Amended to*  
The ~~extended~~ MOU shall supersede the Memorandum of Understanding that expired on February 28, 2018. Language in the MOU and existing side letters not amended by this Tentative Agreement will remain unchanged. The parties agree that this tentative agreement is hereby incorporated into the MOU. Any outstanding proposals not covered by this Tentative Agreement are hereby withdrawn by the parties.

This Tentative Agreement is subject to ratification by bargaining unit membership and approval by the Sonoma County Board of Supervisors.

FOR THE COUNTY

Prin Balu

Date: 4-5-19

Dated Approved:

Mr. K. E.  
Jamie Cardiff  
Gibbs

FOR THE UNION

Jasmin Ideub

Date: 4-5-19

Date Ratified:

Jana Blunt  
Garcia D & E  
Paul Foster  
Wood Martin  
Linda C. Beant

Caulley  
K. Pappas  
Cindy Vargas

An Inwood

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**TERM OF MOU**

**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).


**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, 2023. The Memorandum of Understanding shall expire at 11:59 p.m. on February 28, 2023. 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 2022. Negotiations shall commence by the second week of October 2022.

**ARTICLE 4 - UNION RIGHTS**

4.9 ~~Dues/COPE/Union-Sponsored Benefit Program' Check Off And Agency Shop Service Fee Deductions~~

~~The County agrees to deduct all union dues, agency shop service fees as provided for in Section 26.2, insurance premiums, and assessments from the pay of those employees who have authorized such deductions. The amounts deducted shall be remitted promptly to the Union, or its designees, with an alphabetical list of the employees from whom deducted. The Union agrees to indemnify, defend, and hold harmless the County, its officers, agents, and employees from any claim, liability, or damage arising from this provision.~~



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(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 **County** receives **written certification** of the authorization. The employer 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**



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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.

ARTICLE 26: AGENCY SHOP SERVICE FEE

26.1 Union – Fair and Equal Representation

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

26.2 Agency Shop – Service Fee

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

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

~~A represented employee may revoke his/her voluntary authorization for deduction of Union dues only as provided in Article 27 (Maintenance of Membership) of this contract. Any non-supervisory represented employee who revokes his/her voluntary authorization for membership shall be immediately enrolled as a service fee payer. All sums deducted by the County shall be remitted to the Union at an address given to the County by the Union, by the tenth (10) calendar day following the pay period when the deductions were made, together with a list of names and the amount deducted for each employee for whom a deduction was~~

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~~made. The County will also notify the Union of the name of each employee who revokes his "Voluntary Authorization for Deduction of Union Dues." This does not apply to "Special Assessments or penalties" levied by the Union that are over and above the regular paid dues.~~

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

26.3 — Agency Shop — Religious Exemption

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

26.4 — Agency Shop — Separation From Unit — Exception

~~The provisions of Section 26.2 above shall not apply during periods of separation from the eligible bargaining unit by any employee otherwise subject to that Article but shall reapply to such employee following the first full pay period following the return of the employee to the bargaining unit. The term "separation" includes layoffs, transfer out of the covered bargaining units by request, promotion, demotion, reclassification or for any other lawful reason, and leaves of absence of a duration of more than one (1) full pay period, whether paid or unpaid and for any reason, including disability.~~

26.5 — Agency Shop — Chargeable Costs

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

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~~meetings with employees as part of grievance resolutions, and costs of representatives for arbitrations and staff support including research and preparation).~~

~~26.6 — Agency Shop — Non-Chargeable Costs~~

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

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

~~26.7 — Agency Shop — Advance Reduction Of Service Fee~~

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

~~26.8 — Agency Shop — Notice Of Service Fee~~

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

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



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- ~~(1) state the amount of the agency shop service fee and provide an overview of how the accounting reports were translated into calculation of this fee;~~
- ~~(2) disclose the Union's major categories of expenses, including employee compensation, specifying the actual expenditures within each category and the amount spent in each expenditure for chargeable items and non-chargeable items;~~
- ~~(3) each major category and the allocations of expenditures therein for chargeable and non-chargeable expenses must be verified by the Auditor;~~
- ~~(4) disclose what percentage of total Union expenditures is allocable to chargeable items and what percentage is allocable to non-chargeable items;~~
- ~~(5) state the total sum of money the Union pays affiliates and demonstrate what percentage of such money is used for chargeable and what percentage is used for non-chargeable activities;~~
- ~~(6) disclose what percentage of regular membership dues is allocable to chargeable items and what percentage is allocable to non-chargeable items and, consequently, what percentage of dues will be collected as the agency shop service fee;~~
- ~~(7) explain the methodology used in producing this accounting report.~~

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

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

~~(1) non-members who wish to challenge collection of the agency shop service fee because the amount identified allegedly contains expenditures for non-chargeable activities must file an objection letter with the Union within 30 calendar days of receipt of notice (notice shall be rebuttably presumed to have been received no later than five (5) calendar days after it is postmarked). A non-member may file a letter by presenting it to the Union business office in person or by certified mail, return receipt requested. The non-member shall provide a copy of the letter to the County's Employee Relations Manager within three (3) calendar days of its filing with the Union;~~

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~~(2) the letter shall be signed by the challenger or the challenger's agent under penalty of perjury and must state with specificity the particular expenditures being challenged, and the grounds for such challenge. The letter must contain the name and mailing address of the challenger;~~

~~(3) during the pendency of the challenge, the amount of the agency shop service fee reasonably in dispute shall be placed in an escrow account established by the Union;~~

~~(4) within 30 calendar days after receipt, the Union shall schedule a date for arbitration, which shall be conducted in accordance with procedures established by American Arbitration Association. Pending the commencement of arbitration, the Union and the challenger may, by mutual agreement, attempt to resolve the dispute informally;~~

~~(5) the arbitrator shall be selected in accordance with the procedures of the American Arbitration Association;~~

~~(6) the Union shall have the burden of proving that the fee amount complies with this Article and applicable law; and~~

~~(7) The costs of the arbitrator and court reporter, if any, shall be borne entirely by the Union. The challenging employee shall be responsible for his/her costs including but not limited to attorney fees and copies of the court reporter's original transcript.~~

~~26.9 — Agency Shop — Union's Constitutional Obligations~~

~~26.9.1 Agency Shop — Acknowledgment Obligations~~

~~It is recognized that this agency shop provision affects sensitive and important political speech and associational rights of county employees, which are protected by the First Amendment of the U.S. Constitution. In an effort to ensure that these rights are not infringed, this Article sets forth procedures and requirements that the Union must, at a minimum, follow. Nothing in this Article or any other, however, relieves the Union of taking whatever additional action may legally be required to protect the constitutional rights of employees who are subject to an agency shop service fee under this Article. The Union also acknowledges that the law in this area is constantly evolving, and therefore, recognizes that it has an ongoing obligation to monitor relevant legal developments, including the case law on this subject, and to adapt its conduct in implementing this Article as required. The Union also recognizes that it is foreseeable that the employees subject to the agency shop service fee may suffer damages if this Article is not carried out in accordance with the First Amendment. For this reason, and others, the County has strongly encouraged and still does strongly encourage the Union to consult with competent legal counsel throughout the term of this contract over the implementation of this Article.~~



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26.9.2 Agency Shop — Non-Discrimination

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

26.10 Agency Shop — Service Fee — Part-Time Employees

~~The financial obligations of employees who work less than full time are subject to the agency shop service fee provisions of Section 26.2 above. The agency shop service fee shall be set on a pro rata basis expressed as a percentage of salary.~~

26.11 Agency Shop — Notice Of New Employees

~~The following provisions will apply regarding notice of new employees:~~

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

26.12 Agency Shop — Indemnification

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

26.13 Agency Shop — Rescission Of Provision

~~The implementation of the provisions of this Article shall not prohibit or restrict an election to rescind this provision as provided by Government Code Section 3502.5. This agency shop provision may be rescinded pursuant to Government Code Section 3502.5 or its successor provision.~~

26.14 Agency Shop — Recordkeeping And Reporting

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

~~26.15 Agency Shop – Violation Of Article 26~~

~~If a court finds the implementation of this Article in violation of constitutional law, the Union shall have sixty (60) days to comply with the Court's order or the County may thereafter cancel Article 26. In the interim, all collections of agency shop service fees by way of payroll deductions by the County shall be suspended, except as allowed by the Court. Also except as allowed by the Court, no unpaid agency shop fee that would otherwise have been due during the time such violation existed may be collected retroactively after the violation was corrected.~~

~~26.16 Agency Shop – Non-Arbitrability Of~~

~~Except as provided below, Article 26 shall be grievable and arbitrable under Article 21 of this agreement.~~

~~The following are not grievable nor arbitrable under this agreement:~~

- ~~a) the adequacy of the Union's notice required by Section 26.8 above; and/or~~
- ~~b) other issues bearing on the constitutionality of the Union's collection of an agency shop service fee as prescribed by the courts.~~

~~Disputes regarding the amount of the agency shop service fee shall be arbitrable under this memorandum but only pursuant to Section 26.8 above.~~

ARTICLE 27: MAINTENANCE OF MEMBERSHIP

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

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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 -and, if possible, Human Resources will indicate the general priority, if known, when notifying the requesting party of acceptance., within 30 calendar days of the date said request is received by the Human Resources Department. The Director of Human Resources or his designee will review the status of pending classification study requests with a staff member of the Union upon request, 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. The Board of Supervisors' action may be altered by an arbitrator pursuant to the grievance process provided herein.

**ARTICLE 6 - EMPLOYEE RIGHTS**

6.7 Discrimination Prohibited-~~EEOE~~Equal Employment Opportunity

Provisions of this Memorandum shall be equally applied to all employees in the bargaining units without unlawful discrimination or harassment for any legally protected category, as defined by the County's Equal Employment Policy and applicable federal or state laws, as 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 Discrimination Policy & Complaint Procedure as set forth in the policy, but may not use the Grievance Procedure of this Memorandum.

**ARTICLE 8 - SALARIES AND DEFERRED COMPENSATION**



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## 8.1 Salaries

### Market/Equity Adjustments:

Based on the comparison agency salary and benefits data in the County's 2018 Total Compensation Study as of November 30, 2018, the County will increase the A-I Steps of each SEIU represented benchmark classification salary scale by the amount to bring Sonoma County's benchmark position to 100% of the Compensation Study's comparison agencies' total compensation average (Cash + Ins. + Ret.), hereafter referred to as the "market average". The effective dates and amounts of the increases are as follows:

Effective May 7, 2019: For those benchmark classifications that are below the market average, the A-I Steps will be increased by up to 4%50% of the percentage listed in Appendix B. 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.

Effective March 10, 2020: For those benchmark classifications that are below the market average, the A-I Steps will be increased by anythe remaining 50% of the amount needed to reach the total percentage listed in Appendix B. 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.

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

### Salary Adjustments:

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

Effective May 21, 2019: The County will increase by three percent (3%) the A-I Step of each scale in the Salary Table specified in Appendix A-1 and attached to this Agreement as Appendix A-2.

Effective March 24, 2020: The County will increase by three percent (3%) the A-I Step of each scale in the Salary Table specified in Appendix A-I and attached to this Agreement as Appendix A-2.

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

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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.

#### 8.7 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 enduring the same daypay 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 enduring the same daypay 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.

#### 8.15.2 Salary – Upon Reclassification – Higher Salary Scale

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~~Except as otherwise provided herein, whenever a position is reclassified to a class which is allocated to a higher salary scale, effective the date the Classification Study was requested, the salary step 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. The incumbent is entitled to retroactive pay for any and all applicable wages due to the retroactive effective date of the reclassification, if the incumbent is appointed to fill the position in accordance with Civil Service Rules.~~

Except as otherwise provided herein, whenever a position is reclassified to a class which is allocated to a higher salary scale, the salary step 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. ~~, if the incumbent is appointed to fill the position in accordance with the Civil Service Rules.~~ 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.

8.15.4 (NEW) – 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 (NEW) – 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



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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 (NEW) 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.

**ARTICLE 9 – SPECIAL ASSIGNMENT PREMIUMS**

**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:

- aAn 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.

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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.

9.17 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.

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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 Nurse Practitioner studies~~ 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.

**9.24 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 ~~in the classifications of Psychiatric Nurse, Licensed Vocational Nurse, Psychiatric Technician, Medical Unit Clerk, Senior Office Assistant, Eligibility Worker I/II and III, and Social Worker I/II, III, IV~~ shall be paid an additional five percent (5%) premium pay.

**ARTICLE 10 – EXPENSES, MATERIALS, AND REIMBURSEMENTS**

**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.

**10.6.6 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~~per pay period the employee is in paid status, as a contribution toward the cost of cleaning uniforms. ~~Additionally, and~~ a semi-annual uniform allowance of \$93.00. ~~The uniform allowance~~ 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.



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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: ~~Effective the first pay period following July 1, 2016, f~~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.

## 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.

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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

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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 County's online Staff Development Benefit and Wellness Benefit Allowance Program Administrative Manual.

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

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



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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:

<b><u>Bargaining Unit</u></b>	<b><u>Full time</u></b>	<b><u>3/4 time</u></b>	<b><u>Part time</u></b>
	<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~~ funds may not be carried over into the next fiscal year. Use of funds are subject to approval and provisions of the Staff Development and Wellness Reimbursement Program [Administrative Manual](#) ~~Administrative Manual~~ and may be taxable pursuant to the Internal Revenue Code.

~~The Staff Development funds may be used towards reimbursement for the purchase of computer hardware and mobile devices as defined in the County's online Staff Development Benefit Allowance Program Administrative Manual. Monthly service charges for internet and mobile communication connections are not reimbursable under the Program. The use and approval of all computer hardware and mobile devices is subject to review by the department head (or may be delegated to a senior manager only) and is subject to the specific job requirements for each job classification in that department. All computer hardware and mobile devices must be directly job related, must be used for County business a minimum of 50% of their use and requires department head (or senior manager designee) authorization in order to qualify for reimbursement. Department head authorization for the use of this benefit towards~~

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~~reimbursement for computer hardware and mobile devices must be outlined and approved in the employees' annual Professional Development Plan or proposal and will be considered together with other staff development training and educational priorities required by the department head. Taxability of this benefit allowance is strictly administered under the provisions of the Internal Revenue code, as outlined in the County's Staff Development Benefit Allowance Program Administrative Manual.~~

~~No employee shall work overtime by using the computer hardware or mobile device before or after regular scheduled work time or on non work days unless the work is authorized as described in Section 7.14 of this MOU by the employee's designated supervisor.~~

#### 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.

### **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):

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- 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).

~~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).~~

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

Election to enroll in a County offered health plan ~~will take place~~ 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 ~~open~~ 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 County Health Plan PPO, County Health Plan EPO, and Kaiser HMO (\$10 co-pay) plan. The benefit provisions, co-payments and deductibles of each plan are outlined in the Summary Plan Description or Evidence of Coverage.

Specific reference to a vendor listed ~~below~~ above does not obligate the County to continue to offer a medical plan offered by a specific vendor.



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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

~~Effective the pay period beginning July 3, 2018, with the intent to have premiums paid for the pay check on July 25, 2018, t~~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	\$629 per month (\$314.50 semi-monthly)
Employee plus one	\$1,257 per month (\$628.50 semi-monthly)
Family	\$1,779 per month (\$889.50 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.~~

County Contribution-Plan Year 2019-2020

Effective the pay period beginning May 21, 2019, 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).

<u>Employee only</u>	<u>\$700 per month (\$350 semi-monthly)</u>
<u>Employee plus one</u>	<u>\$1,400 per month (\$700 semi-monthly)</u>
<u>Family</u>	<u>\$1,980 per month (\$990 semi-monthly)</u>

will adjust the County capitated contribution toward the total premium, as necessary, to maintain the contribution ratio as it currently exists in the 2018-2019 plan year for the most subscribed HMO. The most subscribed HMO will be determined by the December 1, 2018 employee enrollment data.

County Contribution – Plan Year 2020-2021

Effective the pay period beginning May 19, 2020, the County will adjust the County capitated contribution toward the total premium, as necessary, to maintain the contribution ratio as it currently exists in the 2019-2020 plan year for the most subscribed HMO. The most



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subscribed HMO will be determined by the December 1, 2019 employee enrollment data. 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	\$742 per month (\$371 semi-monthly)
Employee plus one	\$1,484 per month (\$742 semi-monthly)
Family	\$2,100 per month (\$1,050 semi-monthly)

County Contribution – Plan Year 2021-2022

Effective the pay period beginning May 18, 2021, the County will adjust the County capitated contribution up to the first 3% of the total premium percentage increase, of the most subscribed HMO plan. The most subscribed HMO will be determined by the December 1, 2020 employee enrollment data. 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	\$786 per month (\$393 semi-monthly)
Employee plus one	\$1,574 per month (\$787 semi-monthly)
Family	\$2,224 per month (\$1,112 semi-monthly)

County Contribution – Plan Year 2022-2023

Effective the pay period beginning May 17, 2022, the County will adjust the County capitated contribution up to the first 3% of the total premium percentage increase, of the most subscribed HMO plan. The most subscribed HMO will be determined by the December 1, 2021 employee enrollment data. 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)

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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 semi-monthly deduction is effective the pay period beginning May 10, 2016 for coverage beginning June 1, 2016.

Effective August 1, 2018 ~~and continuing beyond through the term of this MOU extension~~, unless and until otherwise changed by agreement by the County and SEIU, the employee contribution shall be suspended, resuming June 1, 2020.

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

Part-time employees ~~will~~ are automatically ~~be~~ 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 County shall offer a basic term life insurance plan in the amount of \$10,000 for an allocated full-time equivalent position of sixty hours or more (0.75 FTE or more) with no employee contribution.~~

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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 ~~annual open-enrollment periods specified in Section 12.2. The employee may purchase supplemental coverage in increments one times (1X) to four times (4X) the basic coverage to a maximum of \$500,000, in accordance with the insurance carrier's policy.~~

The employee may purchase supplemental coverage in increments of \$10,000, not to exceed the maximum of \$500,000, which includes the County paid basic term life insurance plan and additional life insurance coverage purchased by the employee 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.

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12.2.7 Health Reimbursement Arrangement (HRA) Contribution

~~Effective the pay period beginning on May 10, 2016, the County shall cease contributions to the HRA account described in the section. Effective the pay period beginning May 10, 2016, the County will instead convert such HRA contributions into medical insurance premiums.~~

~~Between March 1, 2016 and May 9, 2016, all eligible full and part-time employees as defined in Article 3.2, enrolled in a County sponsored medical plan will receive a contribution into a Health Reimbursement Arrangement (HRA) and can participate in the HRA plan based on county medical plan enrollment as described herein. Eligible employees who waive medical coverage and are not enrolled in a County sponsored medical plan will not receive a contribution into the HRA.~~

~~The County will contribute the amount specified in the table below, per pay status hour to a maximum of 80 hours per biweekly pay period. The County will contribute to eligible part-time employees on a pro-rated basis in accordance with Section 12.2.6.~~

~~**Effective 5/12/2015 – 5/9/16:**~~

<del><b><u>Coverage</u></b></del>	<del><b><u>Per Pay</u></b></del>	<del><b><u>Monthly</u></b></del>
<del><b><u>Level</u></b></del>	<del><b><u>Status</u></b></del>	<del><b><u>Equivalent</u></b></del>
<del>EE +1</del>	<del>\$ .97</del>	<del>\$ 169</del>
<del>EE +2</del>	<del>\$ 2.67</del>	<del>\$ 465</del>

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.

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. ~~The parties agree that the health benefits in this Article 12 are available only to active employees. When this MOU ends on~~



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~~February 28, 2018, the parties agree that the health benefits in this Article 12 are subject to negotiations for a successor MOU.~~

The County of Sonoma Health Reimbursement Arrangement (HRA) Plan Document will be amended to reflect the above HRA contribution and benefit eligibility criteria for active employees prior to the effective date of Section 12.2.7.

### 12.3 Employee Assistance Program

The County provides an Employee Assistance Program to assist for all employees who are experiencing unusual stress which may be affecting the employee's job performance 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.

~~Effective June 1, 2016, the Employee Assistance Program will be enhanced to six (6) face-to-face clinical consultations per incident per benefit period.~~

### 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

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The County shall provide and pay the premium for a Long-Term Disability (LTD) benefit as described in the applicable ~~plan document~~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 ~~Plan document~~Policy Certificate can be found at:

<http://sonomacounty.ca.gov/WorkArea/DownloadAsset.aspx?id=2147518800>~~http://hr.sonoma-county.org/content.aspx?sid=1024&id=1223~~

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 ~~Summary Plan Description or Evidence of Coverage~~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 his/her gross earnings to equal his/her 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

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sick leave, vacation, and or compensatory time off up to his/her 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 Medical, Dental, & Vision Benefits – LWOP Or Unpaid Absence

If an employee is on an unpaid absence or goes on leave without pay, either of which reduces the employee's time in pay status to less than 50% of the employee's regular work schedule in a pay period, the County will cease to pay its normal benefit contributions. The employee must pay the total benefit premiums if the employee desires to continue any coverage. If an employee is on an unpaid absence or goes on leave without pay, either of which reduces the employee's time in pay status to no less than 50% of the employee's regular schedule in a pay period, the County will continue to pay its normal benefit contributions.

12.9 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, the HRA described in Section 12.2.7, and LTD benefits for a period not to exceed 13 pay periods per disability. Beginning with the 14th pay period, the employee will be entitled to continued coverage 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

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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 form 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 his/her 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, he/she 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).



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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 system-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.

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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.

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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

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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.

Employees who choose option (c) or are canceled under item (d) or (e) must wait until the next open enrollment period to re-enroll.

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 21 calendar days to complete and submit the enrollment forms. 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)



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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 his/her 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, he/she 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://hr.sonoma-county.org/documents/open\\_enrollment\\_2010-2011/2010-2011\\_employee\\_health\\_welfare\\_benefits.pdf](http://hr.sonoma-county.org/documents/open_enrollment_2010-2011/2010-2011_employee_health_welfare_benefits.pdf)

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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 ~~the dependent spouse/domestic partner~~ 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-child based on your plan's age limits up to age 26 or a disabled dependent child regardless of age.

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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.

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- 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).

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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).



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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

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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).

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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**

**14.3.2 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.

**ARTICLE 15 – VACATION**

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15.9 Vacation Savings Plan

15.9.1 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, ~~will begin when, as of the start of open enrollment, the employees reaches 4,174 service hours. Eligibility to ends upon completion of 10,434 in-service hours as of the start of open enrollment.~~ 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. ~~Failure to submit an Opt Out form does not extend employee entitlement to the special enrollment.~~

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 ~~as of the time of enrollment 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 period date in April. Any unused

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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/Opt-Out 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) VSP hours shall be used before other accrued leave except for sick leave or mandated time off under an Unpaid Furlough, Mandatory Time Off, or similar program.~~
- b)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.
- e)b) When paid, VSP hours are not taxed and are paid at the same hourly rate of pay as they were deducted.
- d)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.
- e)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.
- f)e) VSP hours will not be credited to retirement service hours, or be included in retirement final annual salary calculation.



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- ~~g)f~~ \_\_\_\_\_ VSP hours will not be considered paid status hours for shift pay, premium pay, or cash allowance.
- ~~h)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)h~~ \_\_\_\_\_ VSP hours may be used in conjunction with Workers' Compensation benefits in the same manner as accrued leave.
- ~~h)i~~ \_\_\_\_\_ VSP hours may not be used to extend a date of separation from County employment.

~~15.9.2 Implementation of Accruals and Vacation Savings Plan~~

- ~~a) New Accrual Rate: The new accrual rates will be effective as of October 10, 2017, and applied by payroll as soon as administratively feasible following adoption of the Side Letter Agreement by the County of Sonoma Board of Supervisors.~~
- ~~b)a) Special Open Enrollment for 2018 Plan Year: After adoption, and as~~
- ~~e)b) \_\_\_\_\_ hours are subject to the same provisions of the Vacation Savings Plan. Employees are eligible for the 2019 enrollment if they have at least 4,174 in-service hours as of the beginning of the enrollment period in 2018, and had not yet reached 10,434 hours as of October 10, 2017. Eligibility for all subsequent enrollments will be as provided under Article 15.9 – Vacation Savings Plan.~~

**ARTICLE 16 – SICK LEAVE**

**16.1.4 Sick Leave – Required Documentation**

**16.1.4.1 Annual Period –All Allocated Employees:**

“Annual period” is a ~~twelve month~~calendar year. For new employees who begin mid-year, the annual period beginning begins with on the employee’s first day of work, ~~in an allocated assignment. Rrestarts on January 1, and runs on a calendar year basis thereafter. For employees on staff on July 1, 2015, the annual period began July 1, 2015, and ends June 30, 2016. For employees who begin work after July 1, 2015, the annual period begins on their first day of work.~~ (This is not the same as the annual calendar used under FMLA/CFRA/PDL qualifying events.)

**16.1.4.2 First Forty-Eight Hours:**

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~~For new employees, +~~ 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 the first~~ annual period will be applied to and subject to the provisions of California paid sick leave laws, ~~until January 1st, and on a calendar year thereafter.~~ 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 ~~or calendar~~ period (consecutive or non-consecutive), as described above, a signed medical certification may be required, ~~for each use of sick leave.~~ Reasonable medical certification of incapacity, ~~on forms approved by the County,~~ shall be required for sick leave use lasting of more than 48 consecutive work hours duration, as required by law under CFRA-eligible events.

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.

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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 ~~month~~ a calendar year. For new Extra Help employees who begin mid-year, the annual period beginning begins with on an employee’s first day of work, restarts on January 1, and runs on a calendar year basis thereafter. For Extra Help employed with the County on July 1, 2015, the annual period begins July 1, 2015. For Extra Help who begin working after July 1, 2015, the annual period begins on their first day of work. For Extra Help employees who end and start a new extra help assignment within ~~one year (26 pay periods)~~ the same calendar year of the end of as the pay period in which they were last in paid status, January 1 of the same calendar year remains the initial hire date remains as the start of the employee’s annual period.

**ARTICLE 17 - MISCELLANEOUS LEAVES OF ABSENCE**

**17.5 Supervisory Leave (NEW)**

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. For calendar year 2019, the eight (8) hours supervisory leave will be available as soon as administratively feasible, with the goal of being available for the first full pay period of July, 2019. 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.

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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.

#### 17.7 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 ~~one (1)~~ two (2) hours of working time ~~twice a~~ 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.

### **ARTICLE 18 - MISCELLANEOUS PROVISIONS - ALL BARGAINING UNITS**

#### 18.7 Auto Direct Deposit

The County will ~~continue to~~ make a deposit of ~~participating the~~ employees' pay checks directly to the employee's account(s) ~~in the at their designated~~ participating financial institution(s). The effective date of deposit will be one day after the regularly scheduled date of payroll issue. Employees may request opt-out of direct deposit, at the time of hire or at any point(s) in the future, and receive printed paychecks, due to hardship or other extenuating circumstances (e.g. identity theft, change in financial institutions, or domestic violence situations, etc.)

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. ~~Upon request, employees shall be provided printed pay stubs.~~ Employees will be provided access to a County computer to print or email their paystub.



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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 parties agree that effective July 5, 2016, 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 County and the Union shall jointly form a labor management committee to prepare and administer a Sonoma County Labor/Management Housing Assistance Policy. The Committee shall oversee the administration of the housing assistance program through the Community Development Commission staff. Represented employees of the Community Development Commission (CDC) may participate in the Housing Assistance Program except the Special Projects Coordinator may not participate nor any CDC employee who is in a decision making position related to the Housing Assistance Program.

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

18.20 Favored Nation Clause

~~If, during the term of this extension another bargaining unit other than 0049 (Board of Supervisors), 0050 (Administrative Management), and 0052 (Department Heads) receives an increase or improvement in compensation or other economic benefits that is greater than that agreed to by SEIU, the County agrees to open the MOU and meet and confer with SEIU on the subject of compensation.~~

18.20 (NEW) Staffing for Quality Public Services

Recognizing the importance of sufficient staffing to the provision of providing quality public services, the County agrees that there should be a sufficient number of staff in all departments. Staffing levels shall be determined by the Board of



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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.

Step 1: 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.

Step 2: Upon request the issue shall be addressed with the Department Labor Management Committee or the department/unit shall establish a unit-based meeting to be convened between concerned staff and management within two weeks to discuss staffing and seek a resolution to concerns. Staff may request additional meetings, as needed, to resolve the staffing concerns. If necessary, other units as appropriate may be included.

Step 3: Unresolved staffing concerns will may be brought to the County-wide Labor Management Committee for collaborative review as per Article 18.10 (e).

Step 4: The Labor Management Committee shall review and make such recommendations as it deems advisable and submit a final report to the Department Head and the County Administrative Officer (CAO). Within fifteen (15) working days of receipt of the report of the Labor Management Committee, the CAO/designee shall make his or her final decision known to the Labor Management Committee by sending a response to the Department Head and Labor Management Committee co-chairs.

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.

New Section:

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.

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**18.22 County and Labor Retirement Benefits Committee (NEW)**

specified below

After the effective date of the parties' successor MOU and during the timeline within twelve months of the effective date of the parties' successor MOU, the County and the Union will form a management/labor retirement benefits committee. The charge of the committee is to gather and analyze information on County employee retiree benefits and to develop recommendations for optimal long-term solutions that meet the interests and needs of all impacted parties and still position the County to have total compensation market competitiveness and workforce stability. As part of this recommendation, the parties shall address the following items: unfunded liability cost sharing; pension cost sharing; pension obligation bonds; retiree medical benefits; longevity and; retiree cost of living adjustment. Other retirement related issues may be considered by mutual agreement.

The committee shall consist of up to six (6) SEIU Union members and six (6) management representatives. Union team members will be permitted time off without loss of compensation or other benefits when formally meeting or engaging in mutually agreed upon preparation or caucus time. Additional SEIU staff may participate.

The County and the Union further agree that the committee should include representatives from all County bargaining units and employee organizations and that they will support having representatives of all such units and organizations participating in the committee by commencement of the committee's work in the March 2021. The County and the Union further agree that the committee's work will be completed by March 2022. The committee's recommendations and strategies will be advisory only to the County's CAO's office.

The County and the Union agree that to the extent the committee's recommendations and/or strategies, and/or the County Administrator's recommendations resulting from the committee's recommendations and or strategies, address subjects that are specifically covered by existing articles or sections in the parties' labor agreements, those specific articles or sections may be re-opened by either party to formally meet and confer. Unless the parties mutually agree otherwise, the earliest reopener negotiations will commence will be June 2022.

## ARTICLE 20 – LAYOFF AND RESTORATION

**20.6 Consideration of Layoff (NEW)**

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 in order to provide an orderly procedure to promptly resolve grievances of 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: all disciplinary actions, including those that the Union claims are based on discrimination for Union activity (except written reprimands issued to current Union directors, officers and stewards, as identified in the last quarterly list given to the County by the Union that the Union claims are based upon discrimination for Union activity); all appeals arising from examinations; performance evaluation or denial of a merit increase; placement of volunteers; working out of class; provisions of Fair Labor Standards Act; safety related issues; any provision of this Memorandum specifically identified as not grievable.

Day shall mean County business calendar 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 an individual employee if the alleged grievance involves a right or benefit granted the Union under this Memorandum, such as bulletin boards (Section 4.5) and Union Business (Section 4.12).

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

### **21.4 Grievance-Procedure Initiation**

The grievance must be initiated within fifteen (15) County business days from the date of the action or occurrence giving rise to the grievance or within



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fifteen (15) County business days of when the grievant knew of or could have reasonably discovered such action or occurrence.

21.5 Grievance – Time Limits

Time limits specified in each step of the procedure shall be strictly observed and may only be extended by mutual agreement of the parties in writing.

Failure of a grievant to observe a time limit shall terminate the grievance. Failure of the party to whom the grievance is submitted to observe the time limits shall give the grievant the right to move the grievance to the next level.

21.6 Grievance – First Step Of

Before initiating the first step of a grievance, employees are encouraged to address concerns and questions with their immediate supervisor in an informal manner. If employee concerns cannot be alleviated in these discussions, the following process will be followed.

The grievance shall first be discussed on an informal basis by at a meeting with the grievant with and the employee's grievant's immediate supervisor within fifteen (15) County business days from the date of the action causing the grievance as provided in Section 21.5 above. The immediate supervisor shall respond in writing within six (6) County business days. Every effort shall be made by the parties to resolve the grievance at this level and may include conferences among supervisory or administrative personnel. Such discussions will be held whenever possible, during the grievant's work hours. For a grievance asserted on behalf of more than one employee, the County and the Union may ~~grievance will be agree to consolidated the grievance so as to preclude multiple grievances and meetings on the same subject at each step of the grievance procedure. There shall be only one first step grievance meeting for a consolidated grievance. A consolidated grievance shall include no more than 5 representative grievants at the grievance meeting at any grievance meeting.~~

At the time the grievant is requesting a first step meeting, the following shall be provided in writing:

- a) description of the grievance and how the employee(s) was/were adversely affected by the alleged grievance
- b) set forth the Section(s) of this Memorandum allegedly violated;

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c) indicate the date(s) of the incident(s) grieved; and

d) specify the remedy or solution to the grievance sought by the employee(s)

21.7 Grievance – Second Step Of

21.7.1 Grievance – Timing & Rationale – Second Step

In the event the employee believes the grievance has not been satisfactorily resolved, the employee shall submit the grievance in writing to the second level supervisor or next level designee (who is not represented by SEIU) within seven (7) County business days after receipt of the immediate supervisor's first step response, with a copy to County Human Resources/Employee Relations, the immediate supervisor, and the Union. ~~to the second level supervisor or next level designee (who is not represented by SEIU) within seven (7) County business days after receipt of the immediate supervisor's response. Such written grievance shall include why any proposed remedy offered at the first step was not satisfactory. At this step, by mutual agreement, the parties may schedule a meeting to discuss the grievance.:~~

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

21.7.2 Grievance – Response To Second Step

The written grievance shall be responded to in writing by the second level supervisor or next level designee (who is not represented by SEIU) within seven (7) County business days from the time the written grievance is received and a copy sent to County Human Resources/Employee Relations, the immediate supervisor 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; and



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b) the remedy or correction which has been offered, if any.

21.8 Grievance – Third Step Of

21.8.1 Grievance – Third Step – Timing

If the grievant is not satisfied with the response at Step Two, the grievant may appeal the decision to the department/agency head, with a copy to County Human Resources and the Union within seven (7) County business days of receipt of the written response at Step Two. The appeal shall include the reasons why any proposed remedy offered at the second step was not satisfactory.

21.8.2 Grievance – Third Step – Response To

Within five (5) County business ~~calendar~~ days after receiving the completed grievance form, the department/agency head or his/her designated representative shall schedule a meeting with the employee. Either party may request a Human Resources/Employee Relations representative to participate in the meeting. At the meeting, and they shall thoroughly discuss the grievance. The department/agency head shall give his/her decision within 15 County business days after the discussion and send a copy of the decision to Human Resources/Employee Relations and the Union.

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

21.10.4 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 21.10.2), the arbitrator next on this list of qualified arbitrators shall be automatically appointed. Once an arbitrator has been appointed and utilized for an arbitration, that arbitrator shall be placed at the bottom of the list.

Andrea Dooley  
Katherine Thompson  
Chris Burdick  
Fred D'Orazio

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Carol Vendrillo  
Luella Nelson  
Barry Winograd  
Ruth Glick

**APPENDIX B**

Amend section 10.6.7 of Appendix B as follows:

10.6.7 Safety Boot/Shoe Allowance

- Agricultural Biologist/Standards Specialist I/II/III
- ~~APOSD Assistant Planner\*\*~~ *gc sk BB*
- 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 Acquisitions Specialist\*\* *gc sk BB*
- APOSD Senior Acquisitions Specialist\*\* *gc sk BB*
- 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 Health Technician\*\*
- Assistant Building Superintendent
- Bridge Maintenance Supervisor
- Bridge Worker
- ~~Events Services Aide\*~~
- ~~Event Services Supervisor~~
- ~~Events Services Worker~~
- Building Inspector I/II
- Chef
- Community Service Officer
- Cook
- Deputy Public Administrator/Guardian/Conservator
- Detention Assistant

APOSD Acquisitions Assistant *gc sk BB*

*4/30/19*

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- Detention Specialist I/II
- Detention Specialist Supervisor
- Disposal Supervisor
- Disposal Worker I/II
- Engineering Technician I/II/III/IV\*\*
- Events Services Aide\*
- Event 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 Ranger III \*\*
- Park Ranger Assistant\*
- Park Ranger Trainee\*\*
- Probation Assistants (assigned to the Youth Camp)\*\*
- Residential Services Worker
- Senior Agricultural Biologist/Standards Specialist
- Senior Agricultural Program Assistant\*\*
- Senior Bridge Worker
- Senior Detention Specialist
- Senior Fairgrounds Maintenance Worker
- Senior Marina Attendant\*\*
- 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\*\*

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- Vegetation Specialist
- Vegetation Control Advisor
- Water Agency Maintenance Supervisor
- Water Agency Maintenance Worker I/II/III
- Water Agency Mechanic Supervisor

| \*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.

| \*\*Employees 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.