

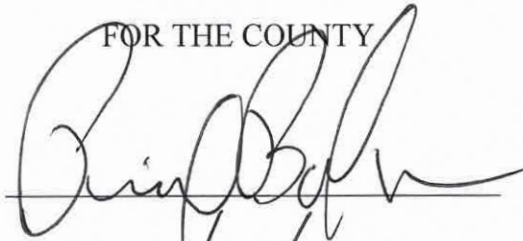
**TENTATIVE AGREEMENT BETWEEN  
COUNTY OF SONOMA AND  
DEPUTY SHERIFFS' ASSOCIATION**

The following document contains the Tentative Agreement between the County ("County") and the Deputy Sheriffs Association ("DSA"), 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 DSA and will apply to all employees covered by the Memorandum of Understanding ("MOU") between the County and the DSA.

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 Any outstanding proposals not covered by this Tentative Agreement are hereby withdrawn by the parties.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. Both parties agree to recommend the total package agreement to their constituents.

FOR THE COUNTY

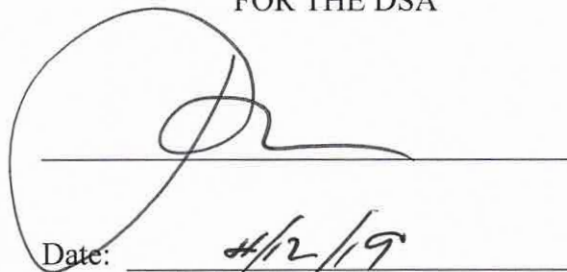


Date: 4/12/19

Dated Approved:

\_\_\_\_\_

FOR THE DSA



Date: 4/12/19

Date Ratified:

\_\_\_\_\_

## **PREAMBLE**

This agreement between the duly appointed representatives of Sonoma County, hereinafter referred to as "County", and the Sonoma County Deputy Sheriffs' Association, hereinafter referred to as the "Association", contains the agreement of each concerning wages, hours and other terms and conditions of employment for the term of this Memorandum of Understanding.

The parties jointly agree to recommend to the County Board of Supervisors the adoption of this Memorandum. This Memorandum shall apply only to those classifications listed within each bargaining unit under Article 2 - Recognition.

## ARTICLE 1: TERM

### 1.1 Effective Dates

The following items shall constitute the wages, hours and other terms and conditions for employees in classifications as listed in Article 2 of this Memorandum of Understanding. The parties agree that all changes contained herein will become effective August 28, 2018 upon adoption of this Memorandum of Understanding by the Sonoma County Board of Supervisors, unless otherwise specified. This Memorandum shall expire and otherwise fully terminate at 11:59 P.M. on March 31, 20192023.

### 1.2 Notice for Successor Memorandum

In the event either party desires to negotiate a successor Memorandum of Understanding, that party shall serve on the other party by October 1, 20182022, its written request to commence negotiations

## ARTICLE 3: DEFINITIONS

### 3.1 Non-Application

None of the following definitions are intended to apply in the administration of the County Employees' Retirement Law of 1937 or to the County's Civil Service Ordinance nor the Rules of the Civil Service Commission.

### 3.2 Definitions

#### APPROVED LEAVE OF ABSENCE:

Any paid or unpaid absence from work that has been approved by the employee's department head.

#### BASE HOURLY RATE:

The base hourly rate shall be the hourly rate corresponding to the salary step in the salary range/scale to which the employee is assigned.

#### BI-WEEKLY PAY PERIOD:

Fourteen (14) consecutive calendar days, which begins on a Tuesday and ends with the second Monday thereafter.

#### BREAK IN SERVICE:

A break in employment from the County such as a termination or resignation. A break in service does not occur because an employee is on an unpaid status.

#### CALENDAR YEAR:

January 1 through December 31.

#### COMPENSATORY TIME:

Time off with pay at the applicable hourly rate to which an employee is entitled, as provided for in this Memorandum, instead of cash compensation.

#### COUNTY:

The County of Sonoma, any of its organizational unit or boards and commissions, as administratively determined by the County; may include department head, Board of Supervisors, Chief Administrative Officer or a supervisor.

#### DEPARTMENT HEAD:

Sheriff-Coroner or designee.

#### DOMESTIC PARTNER:

The term "domestic partner" as used in the MOU is based on the definition below:

A "domestic partnership" shall exist between two persons, one of whom is an employee of the County, covered by this Memorandum



of Understanding, ~~regardless of their gender and each of them shall be the "domestic partner" of the other if they both complete, sign, and cause to be filed with the County an "Affidavit of Domestic Partnership" attesting to the following:~~

- ~~a. the two parties reside together and share the common necessities of life;~~
- ~~b. the two parties are not married to anyone, eighteen years or older, not related by blood closer than would bar marriage in the State of California, and mentally competent to consent to contract and are not acting under fraud or duress;~~
- ~~c. the two parties declare that they are each other's sole domestic partner and they are responsible for their common welfare;~~
- ~~d. the two parties agree to notify the County in writing if there is a change of circumstances attested to in the affidavit; and~~
- ~~e. the two parties affirm, under penalty of perjury, that the assertions in the affidavit are true to the best of their knowledge and has a valid declaration of Domestic Partnership per California Family Code Section 297 et. seq.~~

EMERGENCY OPERATIONS:

The performance of County functions or services necessary, in the opinion of the County, to protect or preserve the lives, safety, health, or property of the County or the public it serves, but "emergency operations" shall not be construed to mean situations where the County knew in advance of non-emergency situations and could have reasonably planned for any work schedule change necessary to adequately cope with the situation.

EMPLOYEE:

Any person legally employed by the County and a member of the bargaining unit represented by the Association.

EMPLOYEE FULL-TIME:

An employee who is employed in an allocated position which is regularly scheduled for 80 hours of work in each pay period.

EMPLOYEE PART-TIME:

An employee who is employed in an allocated position which requires work each pay period, but less than that required of a full-time employee.

EXEMPT EMPLOYEE:

An employee who is not covered by the provisions of the Fair Labor Standards Act (FLSA).

EXTRA-HELP EMPLOYEES:

As defined in the Civil Service Rules and not represented by this bargaining unit.

FLEX-TIME WORK SCHEDULE:

A non-regular work schedule with or without a consistent pattern as to the number of work hours per day or week, but an arrangement whereby the employee is obligated to perform work and be responsible for flexing the hours of his/her own work schedule. Employees assigned to a flex-time work schedule will be eligible for overtime only when the hours worked exceed 80 in a pay period or as otherwise required by law.

HOURS WORKED:

All time spent by the employee while the employee is engaged in duties or activities required by the County and pursued necessarily and primarily for the benefit of the County. For the non-exempt employee, hours worked shall also include all hours that the County knows or has reason to know that work is being performed.

NON-EXEMPT EMPLOYEE:

An employee designated by the County to be covered by the provisions of the Fair Labor Standards Act.

PAID STATUS:

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

PROBATIONARY EMPLOYEE:

An employee who is serving a probationary period as provided in the Civil Service Rules.

PROBATIONARY PERIOD:

A period which is used for the adjustment and evaluation of a newly appointed or reassigned employee as provided for in the Civil Service Rules.

REGULAR RATE OF PAY:

Defined in the Fair Labor Standards Act and used for computing statutory overtime for the non-exempt employee. It is calculated by taking the employee's base hourly rate times the number of hours worked in a given work period plus the total of all standby compensation and any special assignment premiums due to the employee in the work period divided by the number of hours worked in the work period.



REGULAR WORK PERIOD:

The determination by the County of the fixed regularly recurring work period used for the determination of statutory overtime. For sworn, non-exempt employees the regular work period is currently 14 consecutive days which coincides with the County's bi-weekly pay period.

REGULAR WORK SCHEDULE:

The determination by the County of an employee's specific workdays, workweeks, work periods, and work shifts, established on a regular, ongoing basis.

REGULAR WORK DAY:

A 24-hour period containing a specified number of hours of work and normally interrupted by a meal break.

SALARY:

Means only wages and premiums, but does not include benefits such as insurance, vehicle use, paid leaves, overtime, shift differential or other economic benefits.

SALARY RANGE or SALARY SCALE:

The salary level for any given classification. The salary range/scale shall consist of nine salary steps, each approximately 2-1/2% apart and identified with the letter "A" through "I". Each salary range/scale shall be identified by a number that shall correspond with the cents per hour of the "A" step of that salary range/scale. Similarly, each step of the salary range/scale shall be expressed in cents per hour.

STATUTORY OVERTIME:

For the sworn, non-exempt employee, it is all hours worked in excess of 86 in a regular 14 day work period.

WORK SHIFT:

The hours which an employee is scheduled to work within a regular workday.

3.3 Fair Labor Standards Act Not Incorporated

The provisions of the Fair Labor Standards Act are not hereby incorporated into this contract by the mention of the statute.

## ARTICLE 5: ASSOCIATION RIGHTS

### 5.8\_ Paid Leave "Pool"

#### Use:

Upon request, the County will grant Association paid leave to Association representative(s) to attend to Association business related to County of Sonoma representation, when such business would conflict with the work schedule of an employee representative(s). "Association business" shall mean Association Executive Board meetings, conventions, seminars or other Association events, all of which must be related to employer-employee relations and involving matters solely pertaining to the bargaining units covered by this Memorandum of Understanding. When on Association business, bargaining unit members are on off-duty status, during which the County is not responsible for their actions.

Association representatives must contact the Association office to request such paid leave. Additional release hours beyond the annual pool of paid Association leave hours may be granted by the County for Association business on an unpaid leave basis or by the employee representative requesting use of accrued vacation and/or compensatory time off. The County shall not unreasonably deny a request for paid Association business leave or unpaid leave, vacation and/or compensatory time off for Association business unless the County determines the number of Association representatives requesting time off for Association business would create an undue hardship on operational effectiveness, including excessive overtime costs to replace the absent Association representative(s).

All requests for leave under this section shall be made in writing on a form as agreed to by the parties.

#### a. Unit Member Contributions:

After one year of service, a represented employee may contribute up to twenty-two (22) hours per year of either accrual, compensatory time off or vacation. There is no minimum contribution amount. A contributor must have 80 hours vacation balance after contribution. There is no compensatory time off minimum balance.

#### b. Association Charges:

The County will charge the Association for overtime costs incurred to backfill positions, when paid leave time under this Article is used. The cost shall be deducted by the County from the Association paid leave pool first. If paid leave is exhausted, the Association will be charged for additional time.



e. Limit and Rollover:

~~Up to 1,000 hours total of employee contributions may be authorized per year.~~

~~Employee contributions are rolled over to the following year, within the annual limits stated above.~~

c. Rollover:

Employee contributions are rolled over to the following year.

d. County Contribution:

In addition, the County will authorize 140 hours per year for the Association's use.

## ARTICLE 7: SALARIES AND ADMINISTRATION OF THE SALARY SCHEDULE

### 7.1 Salaries

- a. Salary range/scales shall be as specified in Appendix A for each classification contained within each of the units represented by the Association.
- ~~b. Effective with the pay period that begins March 1, 2016, the County shall increase by three percent (3%) the A Step of each Civil Service job class range/scale in the Salary Table specified in Appendix A and attached to this Agreement.~~
- ~~c. Effective with the pay period that begins on March 14, 2017, the County shall increase by three percent (3.0%) the A Step of each Civil Service job class range/scale in the Salary Table specified in Appendix A and attached to this Agreement.~~
- b. Effective the pay period that begins May 21, 2019, the County shall increase the current I step of each Civil Service job classification in the Salary Table specified in Appendix A and attached to this agreement by \$1.15/hour. The County will then recalculate each salary range/salary scale in Appendix A from the adjusted I step in order to maintain an approximate 2.5% differential between salary steps consistent with the definition of Salary Range or Salary Scale in Article 3.2 (Definitions).

Following the above adjustments, the County shall then provide a salary adjustment by increasing the adjusted A Step of each job classification in Appendix A by two and eight tenths percent (2.80%).

- c. Effective the pay period that begins April 7, 2020, the County shall increase the current I step of each Civil Service job classification in the sSalary Table specified in Appendix A and attached to this agreement by \$1.15/hour. The County will then recalculate each salary range/salary scale in Appendix A from the adjusted I step in order to maintain an approximate 2.5% differential between salary steps as consistent with the definedition inof Salary Range or Salary Scale in Article 3.2 (Definitions).



Following the above adjustments, the County shall then provide a salary adjustment by increasing the adjusted A Step of each job classification in Appendix A by two and eight tenths percent (2.80%).

- d. Effective the pay period that begins April 6, 2021, the County shall increase the current I step of each Civil Service job classification in the Salary Table specified in Appendix A and attached to this agreement by \$1.15/hour. The County will then recalculate each salary range/salary scale in Appendix A from the adjusted I step in order to maintain an approximate 2.5% differential between salary steps consistent with the definition of Salary Range or Salary Scale in Article 3.2 (Definitions).

Following the above adjustments, the County shall then provide a salary adjustment by increasing the adjusted A Step of each job classification in Appendix A by two percent (2%).

- e. Effective with the pay period that begins April 5, 2022, the County shall provide a salary adjustment by increasing the A step of each job classification specified in Appendix A by at least two percent (2%) and not more than four percent (4%). To determine the actual salary increase, the County will compare the following values:

(e1) The San Francisco-Oakland-Hayward All Urban Annual Consumer Price Index (CPI-U) issued by the Bureau of Labor Statistics in January 2022 for the preceding December percentage change from December of the prior year.

(e2) The County's actual annual growth percentage of secured property taxes collected between fiscal years 2019-2020 and 2020-2021, divided by 1.5.

If the lesser of the two values (e1) or (e2) above is between 2% and 4%, the County shall increase the A Step by the lesser of the two values.

If the lesser of the two values (e1) or (e2) above is less than 2%, the County shall increase the A step by 2%.

If the lesser of the two values (e1) or (e2) above is greater than 4%, the County shall increase the A step by 4%.

## 7.7 Salary upon Promotion

Except as otherwise provided herein, any full or part-time employee who is promoted to a position in a class allocated to a higher salary range/scale than the class from which the employee was promoted shall receive the salary step rate of the appropriate range/scale which would constitute an increase of salary most closely equivalent to but not less than five (5) percent of the employee's salary step rate before promotion, but not less than the minimum salary range/scale of the new class nor greater than the maximum salary of the new class.

If a promotion occurs ~~on~~ during the same ~~day~~ pay period a merit increase is due and approved, the merit increase shall be computed first and subsequently the increase due to promotion.

An employee who receives a promotion from line staff to a supervisory position or class shall receive the salary step of the appropriate scale that would constitute an increase of salary most closely equivalent to but not less than ten (10) percent of the employee's salary step before promotion but not less than the minimum salary step of the new class or greater than the maximum salary step of the new class. If a promotion occurs on the same day 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 Article 7.21.

## 7.25 Hourly Cash Allowance

Effective the first full pay period closest to May 19, 2009, the County shall pay each permanent full and part-time employee, in addition to their hourly regular earning rate from the salary schedule, a cash allowance of \$3.45 per pay status hour that the employee is in paid status, excluding overtime, up to a maximum of 80 hours in a pay period, or approximately a maximum of \$600 per month.

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



Effective May 21, 2019, the County will reduce the hourly cash allowance to \$2.30 per pay status hour that the employee is in paid status, excluding overtime, up to a maximum of 80 hours in a pay period.

Effective April 7, 2020, the County will reduce the hourly cash allowance to \$1.15 per pay status hour that the employee is in paid status, excluding overtime, up to a maximum of 80 hours in a pay period.

Effective April 6, 2021, the County will reduce the hourly cash allowance to \$0.00 per pay status hour that the employee is in paid status, excluding overtime, up to a maximum of 80 hours in a pay period.

In consideration for the foregoing, the County has agreed to increase the 1 step of the salary scale of each job classification identified in Appendix A by \$1.15/hour over a three (3) year period as set forth in Article 7.1 (Salaries).

7.26 ~~One Time, Lump Sum, Non-Recurring and Pensionable Payment~~

~~Effective the pay period beginning August 28, 2018, contingent on Union ratification of the successor MOU and approval by the Sonoma County Board of Supervisors on or before August 28, 2018, each regular, full time, employee in paid status as of September 10, 2018 shall receive a one-time, non-recurring, pensionable payment in the amount of \$3,666.00 dollars.~~

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

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

~~In addition, the lump sum payment will be paid to bargaining unit members who have submitted a retirement application to SCERA and who retire on or after August 29, 2018 and on or before September 10, 2018.~~

## ARTICLE 8: SPECIAL COMPENSATION BENEFITS

### 8.9 Dog Handler

The parties estimate that the time canine officers spend in all aspects of the care, feeding, exercise, transport to/from work, and maintenance of their canines on a biweekly basis is seven hours. The parties further agree that any time spent in excess of such time is not reasonably necessary and is unauthorized. The parties stipulate that the pay rate for the performance of such work shall be ~~\$11.12~~15.00 per hour. Accordingly, the full compensation due officers for the performance of their canine responsibilities, on a bi-weekly basis is ~~\$146~~157.77~~50~~ (monthly equivalent ~~\$253~~341.00~~25~~). This amount is in addition to the Specialist premium in Section 8.2.

Article 8.3 through 8.7 shall apply to those officers paid under this section.

## **ARTICLE 10: UNIFORMS AND EQUIPMENT**

### **10.1 Uniforms**

Each employee covered by this Memorandum of Understanding shall be assigned a full complement of uniforms that meet the specifications prescribed by the County as a condition of employment. Each employee who is required by the department head to perform an assignment in which the employee is required to be in uniform shall wear the uniform that conforms to the specifications required by the County. Employees assigned to duties requiring the wearing of a uniform shall be entitled to the replacement of worn out or damaged uniform items as long as they continue to be assigned to such duties provided that such damage occurred through no fault of the employee. Employees who are not assigned to duties that require the wearing of a uniform shall be responsible for the maintenance of a serviceable dress uniform that meets County specifications.

### **10.2 Equipment**

While required safety equipment will be provided by the Sheriff's Department, additional work-related apparel, equipment and upgrades are provided by the employee. The employee shall receive an equipment allowance of ~~\$500~~750.00, to be paid during the month of July.

### **10.3 Use Of Uniforms And Equipment**

The parties acknowledge that County issued uniforms are not suitable for everyday wear outside working hours, and the employees shall use the equipment and wear uniforms only while on duty and traveling to and from County work.



## ARTICLE 11: MILEAGE REIMBURSEMENT

An employee who is authorized to use a personal motor vehicle for travel required in the performance of ~~County work~~official duty shall be reimbursed at the standard ~~IRS business~~-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. Employees requesting mileage reimbursement under this provision must submit a request for reimbursement no later than 90 days following the date of travel.



## ARTICLE 12: DEFERRED COMPENSATION AND RETIREMENT

### 12.2 414(h)(2)-Tax Deferred Retirement Contribution

All employees covered by this Memorandum who belong to the Sonoma County Employees' Retirement system Association shall have their wages adjusted according to Section 414(h)(2) of the Internal Revenue Code which will have the effect of deferring Federal and State income taxes on the retirement contribution.

### 12.3 Safety Employees Hired Before January 1, 2013 (3% at 55 – 3% at 50 Enhanced Safety Retirement Program)

This section 12.3 (including subsections) shall apply to safety employees hired before January 1, 2013 who are contributing members of the Sonoma County Employees' Retirement Association ("SCERA") or who are hired after that date and qualify for pension reciprocity as stated in Government Code Section 7522.02(c) and any related SCERA reciprocity requirements:

#### 12.3.1 Final Compensation Based On Single Year

For purposes of determining a retirement benefit, final compensation for employees covered by this Section 12.3 shall be defined as stated in Government Code Section 31462.1.

#### 12.3.2 3% @ 50 Pension Formula

The "3% at 50" enhanced retirement program will be available to contributing safety members of SCERA covered by this Section 12.3.

#### 12.3.3 Required Employee Contribution

SCERA members covered by this Section 12.3 will contribute the amount required by SCERA as employee contributions, and shall continue to contribute an additional three percent (3%) of any compensation from which retirement deductions are required to be made to their employee retirement account. The additional contributions shall be deducted from the employees' compensation pretax and they shall become part of the accumulated retirement contributions of the employees. This contribution is intended to defray the cost of ~~the the retirement plan's unfunded accrued actuarial liability for any past service due to the enhanced retirement programs. The amortization period for funding the unfunded accrued actuarial liability for any past service due to the enhanced retirement programs described above has been established by SCERA to be twenty (20) years.~~ The County and the DSA agree it is their mutual intent that the aforementioned three percent (3%) employee contributions described in this subsection shall continue for the twenty (20) year amortization period which began July 2003 and shall end with the last pay period in June 2023, unless modified by mutual agreement between the County and the DSA.

#### 12.3.4 Employee Cost Share – 50% of Normal Cost

- a. Effective March 1, 2016, each active Safety member of the Sonoma County Employees Retirement Association (SCERA) covered by this section 12.3 shall contribute one and one half percent (1.5%) of any compensation required to be made to their employee retirement account as a contribution towards one half of the total normal cost ("total normal cost" includes both employer and member shares). The additional contribution shall be deducted from the employees' compensation pretax and they shall become part of the accumulated retirement contributions of the employee. Employees covered by this section 12.3.4.(a) shall receive a lump sum benefit allowance each pay period as a reimbursement for the cost share arrangement, equal to the dollar value of the deduction described in this paragraph less any required taxes.
- b. Effective March 14, 2017, each active Safety member of the Sonoma County Employees Retirement Association (SCERA) covered by this section 12.3 shall contribute an additional one and one third percent (1.3%) for a total of 2.8% of any compensation required to be made to their employee retirement account as a contribution towards one half the total normal cost ("total normal cost" includes both employer and member shares). The additional contribution shall be deducted from the employees' compensation pretax and they shall become part of the accumulated retirement contributions of the employee. Employees covered by this section 12.3.4.(b) shall receive a lump sum benefit allowance each pay period as a reimbursement for the cost share arrangement, equal to the dollar value of the deduction described in this paragraph less any required taxes.
- c. The lump sum benefit allowance described in Sections 12.3.4 (a) and (b) will not be included in wages for computations of overtime, pension benefits or for any County benefit related purpose. The parties acknowledge that the negotiated cost share arrangement is subject to the approval of the Sonoma County Employees Retirement Association (SCERA) Board. In the event SCERA does not accept the purpose of the lump sum benefit as described herein, or if the SCERA deems the benefit allowance as pensionable compensation, the parties agree to reopen this section of the contract to meet and confer on a replacement pension cost share arrangement.



## 12.4 New Retirement Tier For Safety Employees Hired On Or After January 1, 2013

Effective January 1, 2013, this Section 12.4 (including subsections) applies to safety employees hired or on after January 1, 2013 who are or become contributing members of the SCERA and who do not qualify for pension reciprocity as stated in Government Code Section 7522.02(c):

### 12.4.1 Final Compensation Based On Three Year Average

As required by Government Code Section 7522.32, effective January 1, 2013, for the purposes of determining a retirement benefit, final compensation shall mean the highest average pensionable compensation earned during 36 consecutive months of service.

### 12.4.2 2% @ 50 – 2.7% @ 57 Pension Formula

As required by Government Code Section 7522.25, the safety Option Plan Two (2% @ 50 – 2.7% @ 57) pension formula shall apply to employees covered by this Section 12.4 who are contributing members of the SCERA.

### 12.4.3 Required Employee Contribution

As required by Government Code Section 7522.04(g), SCERA safety members ~~covered by this Section 12.5~~ shall pay 50 percent (50%) of normal costs. In addition, SCERA members covered by this Section 12.4 shall pay 3.0 percent (3%) of any compensation from which retirement deductions are required to be made to their employee retirement account. The additional contributions shall be deducted from the employee's compensation pretax and shall become part of the accumulated retirement contributions of the employees. This contribution to defray the cost of the unfunded accrued actuarial liability will continue unless modified by a subsequent agreement between the County and DSA. The amortization period for funding the unfunded accrued actuarial liability for any past service due to the enhanced retirement programs described above has been established by SCERA to be twenty (20) years. The County and DSA agree it is their mutual intent that the aforementioned employee contributions described in this subsection shall cease at the end of the twenty (20) year amortization period ~~described in subsection 12.3.3~~ which began July 2003 and shall end with the last pay period in June 2023.

## ARTICLE 13: DIRECT DEPOSIT

### 13.2 Mail Deposit – Dues and ~~AFLAC~~ Third Party Premiums

The County will remit payment of mail check(s) for Association dues, including money withheld from members' checks for ~~AFLAC~~ third party premiums, and other elections directly to the ~~Redwood Credit Union~~ identified third party or account for deposit into the Association's account. The Association shall provide the County all necessary account, mailing, and other deposit information to allow the remittance of payment deposit by mail. The County's full obligation under this Section 13.2 shall be fulfilled when the check for the required amount is placed in the mail to the designated address processed via an Automated Clearing House (ACH) credit transfer or mailing of payment through the United States Postal Service. The Association shall indemnify and hold the County harmless for any failure of the check or ACH payment to reach the ~~Redwood~~ third party Credit Union or to be deposited into the Association's account.



## ARTICLE 15: STANDBY AND CALLBACK

### 15.1 Definition of Standby

Standby duty requires that an employee designated by the department head to be so assigned during off-duty hours, be ready to respond as soon as possible, be reachable by telephone or pager, be able to report to court within a specified period of time, and refrain from activities which might impair the employee's ability to perform assigned duties. Each such employee who is assigned to standby shall be paid ~~five percent (5%) of the employee's base hourly rate~~ at the rate of six dollars and twenty-five cents (6.25) per hour for each hour that the employee stands by on call.

No employee shall be paid for standby duty and other compensable duty simultaneously.

15.1.1 The County and DSA have agreed to implement a mutually agreed to mandatory standby rotation to address Hospital Guard Duty and/or unforeseen operational needs. Management may end the mandatory standby rotation at any time. This section shall not limit the department head's ability to designate employees to standby duty per section 15.1.

## **ARTICLE 18 - HEALTH & WELFARE BENEFITS FOR ACTIVE EMPLOYEES**

### **18.1 Active Employee Health Plans**

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 Article 18.2.6 regarding plans offered and pro-ration of benefits for part-time employees).

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

- Either the employee's spouse or domestic partner; or
- A child based on your plan's age limits or a disabled dependent child regardless of age.

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

Election to enroll in a County offered health plan will take place within the first 31 days following date of appointment to a permanently allocated position of .40 FTE or greater or it shall 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 the date of hire or initial eligibility.

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

#### **18.2.1 County Offered Medical Plan(s)**

The County will offer at least one HMO plan and one plan permitting out-of-network provider coverage. No changes to existing medical plans will be made without completion of meet and confer with the bargaining units. 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 does not obligate the County to continue to offer a medical plan offered by a specific vendor. The County may change health insurance carrier(s) and/or network provider(s) provided the plan design(s) are substantially equivalent.

18.2.2 County Contributions Toward Active Employee Medical Benefits.

- a. Effective the pay period beginning August 14, 2018, for the pay date of September 5, 2018 the County shall contribute up to a 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 bi-monthly)

Employee plus one      \$1,257 per month, (\$628.50 bi-monthly)

Family      \$1,779 per month, (\$889.50 bi-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 Article 18.2.6.~~

- b. Effective the pay period beginning May 21, 2019, the County shall contribute up to a 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        \$700 per month, (\$350 semi-monthly)

Employee plus one \$1,400 per month (\$700 semi-monthly)

Family                \$1,980 per month (\$990 semi-monthly)

- c. Effective the pay period beginning May 19, 2020, the County shall contribute up to a 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)

- d. Effective the pay period beginning May 18, 2021, the County shall contribute up to a 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)

- e. Effective the pay period beginning May 17, 2022, the County shall contribute up to a 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)

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 Article 18.6.3.

#### 18.4 Long-Term Disability (LTD)

The Association has elected to purchase Long Term Disability benefits offered through PORAC as a part of Association membership. Coverage is mandatory, based upon provider's policy, and premiums will be paid by the employees through payroll deduction on the first payroll of each month. The County will reimburse up to \$32.00 per month of the premium. An amount equivalent to the premium will be paid to the employee.

Should the bargaining unit elect for higher coverage than is currently offered, the higher coverage level will be mandatory for all bargaining unit members, and employees will be responsible for any increase in premiums above \$32.00 per month.

The insurance provider will be required to supply the County information on benefits paid to employees. Sick leave accruals may be used to supplement long-term disability benefits according to the plan document.

The Association will provide to the Human Resources Department a copy of any changes to the LTD policy as the changes occur.

##### 18.4.1 Claims Disputes Over LTD

Employees shall utilize the appeal procedures in the PORAC plan for any dispute regarding claims under this plan.

#### 18.6 Medical /Pregnancy Disability Leave

When an employee exhausts all but forty (40) hours of sick leave and goes on medical or pregnancy disability leave without pay, the County will make its normal contribution to the employee's medical, dental, vision care, life insurance and LTD benefits for a period not to exceed thirteen (13) pay periods per disability. Beginning with the fourteenth (14th) pay period, the employee will be entitled to continue coverage through COBRA Continuation of Coverage and is responsible for making a timely election and paying COBRA premiums by the due date. Prior to the exhaustion of the thirteen (13) pay periods, the County will provide reasonable advance



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 thirteen (13) pay periods of entitlement under this Article shall not have the thirteen (13) pay period entitlement reduced for any pay period in which the employee is in pay status for at least fifty percent (50%) of the employee's allocated full time equivalent as specified in this Article 18.6 (Medical/Pregnancy Disability Leave). If the employee returns to medical or pregnancy leave without pay for the same condition, the thirteen (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 fifty percent (50%) of the allocated full-time equivalent.

The County's thirteen (13) pay period Medical Leave without pay benefit entitlement shall run concurrent with Family Medical Leave Act (FMLA), California Family Rights Act (CFRA), and California Pregnancy Disability Leave (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 at least fifty percent (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 the Human Resources Benefits Unit within 31-days of the return from leave.

#### 18.6.1 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 allocated full-time equivalent position in a pay period, the County will cease to pay its normal benefit contributions. The employee must pay the total health plan premium(s), 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.



#### 18.6.2 Continuation Of Health Benefits Coverage

An employee, who is entitled to continued benefit coverage as specified in Article 18.6 (Medical /Pregnancy Disability Leave and 18.6.1(Health Benefits During Leaves of Absence – Non-Medical Leaves Without Pay), must notify the Auditor-Controller-Treasurer-Tax Collector (ACTTC) no later than five (5) County business days after the first (1st) day of the leave of absence, of the employee's intent to continue insurance coverage. The employee must apply for a leave by completing a Leave of Absence Form.

If the Department authorizes the leave, the Department shall forward the completed Leave of Absence Form to the ACTTC's Office. 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 (1) 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 by the date specified in the reminder notice.

Only one (1) 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, dental, vision, life insurance and LTD coverage shall be terminated. Coverage will not be reinstated until the 1<sup>st</sup> of the month following return to pay status once a completed and signed Employee Benefit Enrollment/Change form is received by the Human Resources Benefits Unit within 31-days of the return from leave.

#### 18.6.3 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 Article 18.2.6. For pay periods with no pay status hours, pro-ration shall be based on the employee's FTE. Part-time employees shall be entitled to participate in long-term disability as specified in Article 18.4 (Long-Term Disability).

#### 18.6.4 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.

## 18.7 Salary Enhancement Plans

### IRS Section 414(h)

All employees who belong to the Sonoma County Employees' 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 the 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 these plans will be administered by the County in accordance with applicable Federal and State laws as amended and, as such, are not subject to Article 30 (Grievance Procedure) of the Memorandum.

## 18.8 Plan Documents and Other Controlling Documents

While mention may be made in this MOU 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. 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. Summary Plan Descriptions and evidence of coverages are available on-line on the County's Human Resources webpage.



#### 18.9 Health Reimbursement Arrangement (HRA) Contribution

Effective the pay period beginning May 10, 2016, the County ceased contributions to the Active HRA account described in this section.

Remaining balances in the active HRA will continue to be available to Plan participants for reimbursement of eligible medical care expenses as incurred by an eligible employee/retiree or dependent(s) as defined under Internal Revenue Code Sections 105 and 106.

The County of Sonoma has established an Active Health Reimbursement Arrangement (HRA) Plan Document which outlines the eligibility provisions of this plan pursuant to current IRS regulations and the County makes no representations or warranties in regard to the tax treatment of the HRA, including whether any portion of the HRA is taxable by the Internal Revenue Service or the Franchise Tax Board.

#### ~~18.10 One-Time, Lump Sum, Non-Recurring and Non-Pensionable Payment~~

~~Effective the pay period beginning March 1, 2016, each regular, full time, active employee in paid status on the last day of the pay period shall receive a one-time, lump sum, non-recurring, non-pensionable payment in the amount of \$1,567 dollars.~~

~~The above amount shall be prorated for eligible part time employees in accordance with Section 18.2.6.~~

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

## ARTICLE 19: MEDICAL BENEFITS FOR FUTURE RETIREES

### 19.1 Retiree Medical Coverage

A. Eligible retirees and eligible dependent(s) (as defined below) may, but are not required to, enroll in a County offered medical plan. Retirees who elect to enroll in a County offered medical plan are allowed only to enroll either as a subscriber in a County offered medical plan or, as 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). Retirees and eligible dependents who enroll in a County offered medical plan are responsible for all costs (including County offered retiree medical plan premiums and Medicare Part B premiums).

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

- Either the retiree's spouse or registered domestic partner; or
- An unmarried child ~~based on your plan's to~~ age limits 26 or a disabled dependent child regardless of age.
- Upon the death of a retiree, an eligible surviving dependent who was either enrolled or had waived coverage at the time of the retiree's death.

### 19.6 DSA Retiree Medical Trust

#### Establishment of the Trust

The Association has established a Retiree Medical Trust (DSA RMT) for past, current and future members of Bargaining Units 46 and 47 (DSA) and Bargaining Unit 43 (DSLEM) and their surviving dependents. The class of eligible DSA RMT participants has been established according to trust documents approved by the Association, without any involvement of the County (beyond the funding obligations herein). The establishment of and participation in the Trust shall be the complete and sole responsibility of the Association. The County does not have any involvement in its design, its administration or in the benefits paid, nor shall the County have any responsibility for any actions of the Trust or its trustees or of the Association with respect to the Trust. The Association will provide sufficient documentation to County to ensure the Trust has acquired and maintains tax exempt status, including an IRS determination letter, pursuant to Internal Revenue Code provision 501(c)(9) and all other applicable laws and regulations; and the Association has procured an appropriate Private Letter Ruling(s) (PLR) authorizing the funding of the trust on a tax-favored basis to include County contributions during employment and post employment,



sick and/or vacation leave contributions, and the transfer of existing Health Reimbursement Account balances currently held on behalf of active bargaining unit members, will be made to the Trust on a pre-tax basis.

#### 19.6.1 Contributions to The DSA Trust

##### A. County contribution —~~All Employees~~

~~Effective the pay period starting on August 11, 2009~~Effective the pay period starting May 21, 2019, for each regular filled DSA position in paid status, the County shall contribute ~~\$10-25.00~~ each pay period to the DSA RMT, through expiration of the MOU and absent a successor MOU continuing such contribution.

##### B. Employee contribution

Beginning the pay period starting May 21, 2019, each regular employee in paid status filling classification in Bargaining Units 46 and 47 shall have a mandatory pre-tax reduction of ~~\$75.00~~59.23 per pay period taken from their regular earnings and paid into the DSA RMT. In the event that an employee does not have sufficient earnings to pay the pre-tax reduction in any given pay period, the employee contribution will be made only up to the amount of his or her earnings.

## ARTICLE 21: VACATION

### 21.1 Maximum Accumulation

Each employee shall accrue and may use vacation leave with full pay providing that the maximum accumulation shall be no more than as specified in Article 21.3.

### 21.2 Part-time Employees

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

### 21.3 Accrual

#### Non-Supervisory

Each non-supervisory employee who has completed the following in-service hours shall accrue vacation leave at the appropriate rate shown below. In-service hours include all hours in paid status excluding overtime. Rates shown below will be adjusted to reflect any unpaid time in each pay period. Subject to Article 21.7 and Pursuant to California Labor Code Section 227.3, all leave accrued in excess of 300 hours shall not vest and is subject to forfeiture upon termination or separation from County employment short of retirement.

<u>Years of Completed Full-Time Service</u>	<u>In-Service Hours of Completed Service</u>	<u>Rate for 80 In-service Hours per pay period</u>	<u>Maximum Accumulated Hours (Vested)</u>	<u>Maximum Accumulated Hours (Unvested)</u>	<u>Maximum Accumulated Hours - Vested and Unvested</u>
<u>0 through 2</u>	<u>0 to 4,173</u>	<u>3.38</u>	<u>300</u>	<u>100</u>	<u>400</u>
<u>2 through 5</u>	<u>4,174 to 10,434</u>	<u>3.99</u>	<u>300</u>	<u>100</u>	<u>400</u>
<u>5 through 10</u>	<u>10,435 to 20,870</u>	<u>4.91</u>	<u>300</u>	<u>100</u>	<u>400</u>
<u>10 through 15</u>	<u>20,871 to 31,305</u>	<u>6.14</u>	<u>300</u>	<u>100</u>	<u>400</u>
<u>15 through 20</u>	<u>31,306 to 41,741</u>	<u>6.75</u>	<u>300</u>	<u>100</u>	<u>400</u>
<u>20 through 25</u>	<u>41,742 to 52,177</u>	<u>7.36</u>	<u>300</u>	<u>100</u>	<u>400</u>
<u>25 or great</u>	<u>52,178 or more</u>	<u>7.67</u>	<u>300</u>	<u>100</u>	<u>400</u>



## Supervisory Unit

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

Subject to Article 21.7 and pursuant to California Labor Code Section 227.3, all leave accrued in excess of 360 hours shall not vest and is subject to forfeiture upon termination or separation from County employment short of retirement.

For the term of this extension, the Maximum Accumulated Hours listed below will remain at 360 hours. Effective March 31, 2019, the Maximum Accumulated Hours listed below will be restored to 310 hours. Effective March 31, 2019, employees with Maximum Accumulated Hours above 310 will not accrue additional hours until their accumulated hours drop below 310.

Years of Completed Full-Time Service	In-Service Hours of Completed Service	Rate for 80 In-service Hours per pay period	Maximum Accumulated Hours (Vested)	Maximum Accumulated Hours (Unvested)	Maximum Accumulated Hours - Vested and Unvested
0 through 2	0 to 4,173	3.38	360	40	400
2 through 5	4,174 to 10,434	3.99	360	40	400
5 through 10	10,435 to 20,870	4.91	360	40	400
10 through 15	20,871 to 31,305	6.14	360	40	400
15 through 20	31,306 to 41,741	6.75	360	40	400
20 through 25	41,742 to 52,177	7.36	360	40	400
25 or great	52,178 or more	7.67	360	40	400

## 21.4 Reappointment

Each employee with 10,435 in-service hours (five or more years) who resigned in good standing and is re-appointed within two years, shall be credited with 4,174 in-service hours (two years) for purposes of new vacation accrual.

Each employee who is laid off and who is re-appointed within two years shall be credited for vacation accrual purposes with the same number of in-service hours as the employee had accrued at the time of layoff.

#### 21.5 Vacation Schedules

Vacation schedules shall be arranged by department heads with particular regard to the needs of the service, and whenever possible, with regard to the wishes of the employee. Every effort shall be made to arrange vacation schedules so that each employee will take as much vacation in each year as accrues to the employee in that year. Each employee's vacation time may be so divided as the needs of the service require or permit. No employee may take vacation without advance approval of the department head. No employee may take vacation leave in advance of that actually accumulated at the time such leave is taken.

#### 21.6 Payment for Unused Vacation – Separations other than Retirement

Each employee who is separated from the County service for a reason other than retirement shall be entitled to payment in lieu of all vested, unused vacation leave which the employee may have accumulated as of the employee's last day of work and shall be computed on the basis of such employee's base hourly rate at the time of separation. See Article 19, Section 19.6.2 for provisions on payout of 50% of accumulated vacation to Retiree Medical Trust accounts at retirement.

Upon separation from County service for a reason other than retirement, all unvested accrued vacation leave shall be forfeited.

#### 21.7 Payment for Unused Vacation – Separation upon Retirement

Each employee who retires from County service shall be entitled to payment in lieu of all vested or unvested vacation leave which the employee may have accumulated as of the employee's last day of work, which shall be computed on the basis of such employee's base hourly rate at the time of separation. See Article 19, Section 19.6.2 for provisions on payout of 50% of accumulated vacation to Retiree Medical Trust accounts at retirement.



## ARTICLE 22: SICK LEAVE AND FAMILY LEAVE

### 22.3 Sick Leave Documentation

22.3.1 Annual Period – Allocated Employees: “Annual period” is a ~~twelve month period beginning with the employee’s first day of work in an allocated assignment calendar year.~~ 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, who begin employment mid-year,~~ the annual period begins on their first day of work, restarts on January 1, and runs on a calendar basis thereafter. (This is not the same as the annual calendar used under FMLA/CFRA/PDL qualifying events.)

22.3.2 First Forty-Eight Hours: ~~For new employees, t~~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 ~~the first each~~ annual period will be applied to and subject to the provisions of the California paid ~~Sick-sick Leave leave laws until January 1st and on a calendar year basis 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.

22.3.3 Subsequent Hours: For use of accrued sick leave beyond the first 48 hours or number of hours equal to three 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 accrued sick leave.~~ Reasonable medical certification of incapacity shall be required for sick leave use ~~of lasting~~ more than 48 consecutive work hour’s duration, and as required by law under FMLA and CFRA eligible events.

22.3.4 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.

## ARTICLE 29: STAFF DEVELOPMENT

### 29.1 Staff Development

The County and Association 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.

### 29.2 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 federal and/or state law, and all County policies and procedures, based on the County's Staff Development Benefit Allowance Program Administrative Manual

Full-time and part-time (0.40 FTE and above) employees in regular allocated positions are eligible for the Staff Development and Wellness Benefit Allowance.

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

#### 29.2.1 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:

Bargaining Unit	Full time Allowance	Part time Allowance
Non-supervisory (0046)	<del>\$750</del> 850	<del>\$375</del> 425
Supervisory (0047)	<del>\$890</del> 950	<del>\$445</del> 475

Total funds per fiscal year can be used for Staff Development and/or Wellness expenditures. Funds may not be carried over into next fiscal year. Use of funds is subject to approval and provisions of the Staff Development Administrative Manual and may be taxable pursuant to the Internal Revenue Code.

A maximum of 50% of the annual Staff Development and Wellness Benefit Allowance may be applied to the purchase of a laptop or



personal computer, in accordance with the County's Staff Development Benefit Allowance Program Administrative Manual. 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.

#### 29.4 Physical Fitness

The County and the Association agree to maintain the Physical Fitness/Wellness program for all employees covered by this Memorandum. The total annual maximum Staff Development and Wellness Benefit Allowance allowed under Section 29.2.1 is available for wellness related taxable expenses. Employee enrollment in the physical fitness program shall be voluntary for eligible employees.

An eligible employee may request reimbursement for allowable Physical Fitness/Wellness expenses as defined in the County's Staff Development Benefit Allowance Program Administrative Manual.

Effective fiscal year end June 30, 2019, DSA represented employee's staff development/wellness funds remaining after all fiscal year reimbursements submitted have been paid will automatically be donated to the Sheriff's Department can contribute \$50 or more from the Staff Development and Wellness benefit allowance to share voluntarily in the costs of equipment and equipment maintenance fund for the DSA/DSLEM-sponsored workout rooms located in Sheriff's Department facilities (currently located at the Main office and Sonoma Police Department) not to exceed a total fund maximum of \$35,000 per workout room site. These donated contributed funds are subject to the following requirements:

##### 29.4.1-

Contributions from the Staff Development and Wellness benefit must be made by May 15 each year. County funds contributed pursuant to Section 29.4, but not expended in any fiscal year may be reallocated in the subsequent fiscal year up to a maximum total of \$50,000 for all Sheriff's Department workout room sites (currently located at the Main office and Sonoma Police Department). If a third workout room site is added in the future, this total maximum shall be increased by \$15,000. The maximum additional Staff Development and Wellness benefit amount specified in this section applies to all contributions to Sheriff's Department workout room sites by employees in the bargaining units represented by DSA and DSLEM combined.

29.4.12

A joint labor-management committee oversees the equipment purchase and maintenance for all Sheriff's Department workout room sites ~~(currently located at the Main office and Sonoma Police Department)~~. The committee shall include up to two members appointed by DSA, and up to two members appointed by the County.

29.4.23

All equipment becomes the property of the County.

29.5 Non-Grievable

Article 29 of this MOU shall not be grievable or appealable under any County Policy, resolution, rule or contract provision.



## ARTICLE 32: LABOR / MANAGEMENT MEETINGS

### 32.5 County and Labor Retirement Benefits Committee

Within twelve months of the effective date of the parties' successor MOU, the County and the DSA 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 two (2) DSA members and six (6) management representatives. DSA 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 DSA staff may participate. To accommodate DSA represented employee's work schedules, the County shall consider requests for release time and compensate employees who participate in the committee at straight time when meeting on their regularly scheduled day off.

The County and the DSA 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 DSA 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 DSA shall not be bound by any recommendations of the committee.

## ARTICLE 34: FULL UNDERSTANDING, MODIFICATION, ACKNOWLEDGMENT

### ~~34.9 Favored Nation Clause Reopener~~

~~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 agreed to by DSA, the County agrees to open the MOU and meet and confer with DSA on the subject of compensation.~~



## ARTICLE 35: ASSOCIATION SECURITY

### 35.1 Maintenance of Membership

~~All employees who have Association dues deduction authorization on file with the Auditor-Controller-Treasurer-Tax Collector or who may thereafter authorize in writing the deduction of Association dues, shall remain on such payroll deduction. This maintenance of membership required payroll Association dues deduction shall continue for the term of this Memorandum, except that such maintenance of membership required dues deductions shall be voided under any of the following circumstances: when an employee is removed from a classification allocated to the representative bargaining units covered under this Memorandum; consistent with applicable law, if the employee notifies the Auditor-Controller-Treasurer-Tax Collector in writing to cease such dues deductions after August 9, 2013, the expiration date of the memorandum, and a successor agreement has not been concluded which continues this provision and all applicable impasse procedures concerning negotiations for such a successor agreement have been exhausted without an agreement being reached; and at any time an employee and the Association stipulate in writing to the Auditor-Controller-Treasurer-Tax Collector that the employee is not to be subject to further dues deductions under this clause or any other provision of this Memorandum. The Association agrees to indemnify, defend, hold harmless, and release the County, its officers, agents and employees from any claim, liability or damage arising from this provision.~~

### 35.2 Agency Shop Service Fee

~~Any non-supervisory employee in a classification in the non-supervisory bargaining unit covered by this agreement shall, as a condition of continued employment, either:~~

- ~~1. Pay to the Association an agency shop service fee as provided below;~~
- ~~or~~
- ~~2.~~
  - ~~a) 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; and~~
  - ~~b) pay a sum equal to the agency shop service fee (full service fee) described below to a non-religious, non-labor charitable fund exempt from taxation under section 501(c)(3) of the Internal Revenue Code. Proof of such payments shall be made on a monthly basis to the County and the Association as a condition of continued exemption from the requirement of financial support to the Association.~~

~~The employee shall have, on a bi-weekly basis, a payroll deduction of the agency shop service fee or charitable contribution. The sum so deducted~~



~~shall be paid to the Association or applicable charity or deposited into escrow as directed by the Association.~~

### 35.3 Separation from Unit Exception

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

### 35.4 Service Fee Choice

#### ~~Full service fee~~

~~Each affected employee shall have the option by affirmative written election and voluntary written waiver of all constitutional objections to pay a full service fee to the Association in an amount equal to the regular periodic dues and general assessments charged to Association members. Said payment shall entitle the full service fee payer to the same rights, level of benefits and privileges of Association membership except for the right to participate in Association elections and governance of the Association.~~

#### ~~Basic service fee~~

~~Each affected employee who does not affirmatively elect to pay a full service fee to the Association and who does not voluntarily waive all constitutional objections, shall pay a basic service fee to the Association in an amount calculated as described below, but, in no events, in excess of the regular periodic dues and general assessments charged to Association members.~~

### 35.5 Calculation of Basic Service Fee

~~a. The basic service fee will be calculated by the Association to fairly value the collective bargaining activities, contract administration and grievance adjustment services provided. The basic service fee shall not be used for any of the following:~~

- ~~1. lobbying or political activity by the Association;~~
- ~~2. payments to affiliates by the Association;~~
- ~~3. social activities for Association members;~~
- ~~4. charitable and philanthropic activities;~~
- ~~5. Insurance and other benefit programs for members and full service fee payers.~~

~~b. The basic service fee shall not entitle the payer to the same rights, level of benefits and privileges as Association members or individuals electing to pay a full service fee. The Association shall fairly represent all employees covered by this agreement. However, that duty does not require that basic fee payers obtain the~~



~~same level of individual representation benefits or other benefits as Association members and full service fee payers. For example, basic service fee payers may not receive legal representation in individual disciplinary actions or civil or criminal actions brought against them as a result of acts or omissions with the course and scope of their employment. Basic fee payers will not be entitled to attorney consultation, retirement, insurance and death benefits provided only to members. The basic service fee will be calculated to fairly charge the represented employee for the representation services provided.~~

#### ~~35.6 Advance Notice of Agency Shop Service Fee~~

~~No agency shop service fee shall be collected from any employee until the first pay period no less than thirty (30) days after the employee has received written notice sent by certified mail from the Association which includes legally adequate information concerning the calculation of the basic service fee, the services provided for a full service fee and basic service fee, a description of a reasonably prompt opportunity to challenge the amount of the basic service fee before an impartial decision maker, and notice as to how the employee may elect to pay the full service fee, waive constitutional rights or object to the amount for the basic service fee. An escrow account shall be set up by the Association of any amounts reasonably in dispute while any challenges are pending.~~

#### ~~35.7 Notice of New Employees~~

- ~~a. The County shall provide the Association with the names and addresses of all new employees coming into the relevant bargaining units during each subsequent pay period.~~
- ~~b. The names and addresses provided the Association shall be kept confidential.~~

#### ~~35.8 Agency Shop Service Fee Collection~~

~~To the extent authorized by law, the failure of an obligated employee to pay an agency shop service fee shall be a condition of continued employment and shall be grounds for the Association to file a legal action to collect the fees due subject to the following procedures:~~

- ~~a. The Association shall notify the employee (a copy to the Human Resources Department and the department head) of non-compliance by certified mail, return receipt requested. Said notice shall detail the non-compliance by explaining that the employee is delinquent in not tendering the agency shop service fee due, specifying the amount of the delinquency, and warning the employee that unless such fees are tendered within thirty (30) calendar days, the Association has the right to file an action to collect the sums due.~~



- ~~b. If the employee fails to comply, the Association may file a legal action and the County may be notified that the employee has failed to satisfy this condition of employment.~~
- ~~c. The County shall not incur any cost due to court appearances by County staff, but shall provide a written statement to the Association at their request specifying the employee's agency shop service fee obligations under this agreement.~~

### 35.9 Indemnification

~~The Association 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 subsection and/or any action taken or not taken by the County and/or the Association under this subsection, 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 agreement or provision of law.~~

### 35.10 Rescission of Agency Shop Provision

~~The implementation of the provisions of this subsection shall not prohibit or restrict an election to rescind this provision as provided by section 3502.5 of the California Government Code.~~

### 35.11 Recordkeeping and Reporting

~~The Association shall comply with the financial record keeping and reporting requirements of Government Code section 3502.5.~~

### 35.12 Association's Constitutional Obligations

- ~~a. It is recognized that this agency shop provision affects sensitive and important political speech and association 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 Association must, at a minimum, follow. Nothing in this article or any other, however, relieves the Association 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 subsection. The Association 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 Association also recognizes that it is foreseeable that the employees subject to the agency shop service fee may suffer damages if this subsection 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 Association to consult with competent legal counsel throughout the term of this contract over the implementation of this subsection.~~

- ~~b. No employee shall be discriminated against or harassed on the basis of his or her status as a non-member. Reasonable communication regarding the Association and/or Association membership shall not be considered discrimination or harassment under this subsection.~~

### 35.13 Violation of Law

~~If a court finds the implementation of this subsection to be in violation of constitutional law, the Association shall have sixty (60) days to comply with the Court's order or the County may cease the collection of agency shop service fees and not condition continued employment upon the payment of agency shop service fee unless otherwise directed by the court.~~

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## 35.1 Authorization of Dues Deduction

### 35.1.1 Certification of Authorization for Dues Deduction

All employees in the bargaining unit represented by the Association may voluntarily join the Association and pay dues, initiation fees and general assessments, as well as payment of any other Association membership benefit program sponsored by the Association (hereafter referred to as "payroll deductions") as determined by the Association. It is the responsibility of the Association to maintain a record of employees who have given their written consent to join and pay dues to the Association. The Association will certify to the County the names of employees who have given their written consent and the amount of such payroll deductions to be deducted.

### 35.1.2 Payroll Deductions

The County agrees to deduct the periodic payroll deductions from the paycheck of each employee who the Association certifies as authorizing the deduction. All sums deducted by the County will be remitted to the Association in an expedient manner at the intervals requested by the Association, together with the names of each employee for whom the deduction was made. The County will implement any change to an employee's payroll deductions in the first full pay period following notification of such change by the Association.

If an employee member in the bargaining unit desires to revoke, cancel or change prior dues deduction authorization, he/she will direct that request to the Association. Any such dues deduction revocation, cancellation and/or change will be effectuated by the County only after the Association provides the County with written direction for such revocation, cancellation and/or change.

## 35.2 – New Employees In Units



The County will provide the Association President the Union with a bi-weekly data run of all represented employees showing each employee's name, department and section code, job classification, employee status, home address, home phone, work phone, cell phone, personal email address, hire date, pay rate, work location, and promotions and transfers into Association represented bargaining unit positions. The Human Resources Director and the Association's designated representative Manager may agree to reasonable modifications to the employee information to meet, if possible, the Association's representational needs. The Association recognizes the legal right of each employee to the employee's privacy and agrees not to use any information obtained pursuant to these provisions for any reason not authorized by law, or to allow others to use the information for commercial gain, nor in a manner that would violate those rights. With respect to this promise, the Association agrees to indemnify, defend, and hold harmless the County of Sonoma, its officers, employees, and agents, from any claim, liability, or damage arising from the Association's breach of its duty under these provisions.

### 35.3 New Employee Orientation

Effective July 1, 2018:

- A. The County shall notify new employees hired into the bargaining unit represented by the Association that the Association is the recognized employee organization for the employee's classification. Within 30 days of hire into the bargaining unit, one Association representative shall have the opportunity to make a 30-minute presentation at each new employee orientation program presented by the County Human Resources Department. In addition, the Association shall have the opportunity to make a 10-minute presentation at each new employee orientation program presented by any department orientation program (not to include payroll sign-ups). The County shall notify the Association of an employee orientation at least ten (10) calendar days in advance, except that a shorter notice may be provided in specific instance where there is an urgent need critical to the County's operations that was not reasonably foreseeable. In addition, the County shall provide the Association with an electronic list of expected participants at least 72 hours in advance of the employee orientation. Each new employee shall receive a copy of the Association's standard introductory packet, copies of which shall be provided by the Association.
- B. The County shall provide the Association a copy of the sign-in sheet, including the bargaining unit, within five (5) business days after each new employee orientation program presented by the County Human Resources Department.
- C. County employees hired into bargaining units represented by the DSA shall be released for up to one (1) hour during normal working hours on their first



day of work as a bargaining unit member to meet with the Association's representatives whether or not the County employee has previously attended an orientation program presented by the County Human Resources department.

- D. One Association- designee shall be granted 30-up to one (1) hour of minutes County release time plus reasonable release time for necessary travel to present on the Association's behalf at the orientation program conducted by the County Human Resources Department or make-up sessions.
- E. County management/designees shall be absent from the room during any orientation program or make-up sessions conducted by the Association with employees.

**TENTATIVE AGREEMENT BETWEEN  
COUNTY OF SONOMA AND  
DEPUTY SHERIFFS' ASSOCIATION**

The following document amends Article 7 (Salaries And Administration Of The Salary Schedule) of the Tentative Agreement between the County ("County") and the Deputy Sheriffs Association ("DSA"), hereinafter collectively called "the parties", on wages, hours, and terms and conditions of employment, dated April 12, 2019. 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 DSA and will apply to all employees covered by the Memorandum of Understanding ("MOU") between the County and the DSA.

The parties agree that the amended Tentative Agreement is hereby incorporated into the MOU. Any outstanding proposals not covered by this Tentative Agreement are hereby withdrawn by the parties.

The amended Tentative Agreement is subject to ratification by bargaining unit membership and approval by the Sonoma County Board of Supervisors. Both parties agree to recommend the total package agreement to their constituents.

FOR THE COUNTY

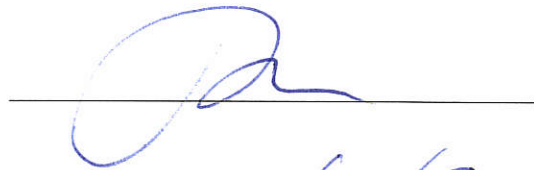


Date: 5/16/19

Dated Approved:

\_\_\_\_\_

FOR THE DSA



Date: 5/16/19

Date Ratified:

\_\_\_\_\_



## ARTICLE 7: SALARIES AND ADMINISTRATION OF THE SALARY SCHEDULE

### 7.1 Salaries

- a. Salary range/scales shall be as specified in Appendix A for each classification contained within each of the units represented by the Association.
- b. Effective the pay period that begins May 21, 2019, the County ~~shall~~ will increase the current I step of each Civil Service job classification in the Salary Table specified in Appendix A and attached to this agreement by \$1.15/hour. The County will then recalculate each salary range/salary scale in Appendix A from the adjusted I step in order to maintain an approximate 2.5% differential between salary steps consistent with the definition of Salary Range or Salary Scale in Article 3.2 (Definitions).

Following the above adjustments, the County ~~shall~~ will then provide a salary adjustment by increasing the adjusted A Step of each job classification in Appendix A by two and eight tenths percent (2.80%).

- c. Effective the pay period that begins March 24, 2020, the County will provide an equity adjustment by increasing the adjusted A step of each job classification in Appendix A and attached to this agreement, as follows:

<u>Deputy Sheriff Trainee</u>	<u>\$0.17/hr</u>
<u>Deputy Sheriff I</u>	<u>\$0.18/hr</u>
<u>Deputy Sheriff II</u>	<u>\$0.20/hr</u>
<u>Sheriffs' Sergeant</u>	<u>\$0.31/hr</u>

The equity adjustments provided above were authorized by the Sonoma County Board of Supervisors on May 14, 2019, to account for and redress calculation errors in the initial "Emp. Ret" column in the County's 2018 Total Compensation Study as of November 30, 2018.

- e.d. Effective the pay period that begins April 7, 2020, the County ~~shall~~ will increase the current I step of each Civil Service job classification in the Salary Table specified in Appendix A and attached to this agreement by \$1.15/hour. The County will then recalculate each salary range/salary scale in Appendix A from the

adjusted I step in order to maintain an approximate 2.5% differential between salary steps consistent with the definition of Salary Range or Salary Scale in Article 3.2 (Definitions).

Following the above adjustments, the County ~~shall~~will then provide a salary adjustment by increasing the adjusted A Step of each job classification in Appendix A by two and eight tenths percent (2.80%).

- e. Effective the pay period that begins March 23, 2021, the County will provide an equity adjustment by increasing the adjusted A step of each job classification in Appendix A and attached to this agreement as follows:

<u>Deputy Sheriff Trainee</u>	<u>\$0.17/hr</u>
<u>Deputy Sheriff I</u>	<u>\$0.18/hr</u>
<u>Deputy Sheriff II</u>	<u>\$0.20/hr</u>
<u>Sheriffs' Sergeant</u>	<u>\$0.30/hr</u>

The equity adjustments provided above were authorized by the Sonoma County Board of Supervisors on May 14, 2019 to account for and redress calculation errors in the initial "Emp. Ret" column in the County's 2018 Total Compensation Study as of November 30, 2018.

- d.f. Effective the pay period that begins April 6, 2021, the County ~~shall~~will increase the current I step of each Civil Service job classification in the Salary Table specified in Appendix A and attached to this agreement by \$1.15/hour. The County will then recalculate each salary range/salary scale in Appendix A from the adjusted I step in order to maintain an approximate 2.5% differential between salary steps consistent with the definition of Salary Range or Salary Scale in Article 3.2 (Definitions).

Following the above adjustments, the County ~~shall-thenwill~~ then provide a salary adjustment by increasing the adjusted A Step of each job classification in Appendix A by two percent (2%).

- e.g. Effective ~~with~~ the pay period that begins April 5, 2022, the County ~~shall~~will provide a salary adjustment by increasing the A step of each job classification specified in Appendix A by at least two percent (2%) and not more than four percent (4%). To determine the actual salary increase, the County will compare the following values:



- (e1) The San Francisco-Oakland-Hayward All Urban Annual Consumer Price Index (CPI-U) issued by the Bureau of Labor Statistics in January 2022 for the preceding December percentage change from December of the prior year.
- (e2) The County's actual annual growth percentage of secured property taxes collected between fiscal years 2019-2020 and 2020-2021, divided by 1.5.

If the lesser of the two values (e1) or (e2) above is between 2% and 4%, the County ~~shall~~ will increase the A Step by the lesser of the two values.

If the lesser of the two values (e1) or (e2) above is less than 2%, the County ~~shall~~ will increase the A step by 2%.

If the lesser of the two values (e1) or (e2) above is greater than 4%, the County ~~shall~~ will increase the A step by 4%.

#### 7.7 Salary upon Promotion

Except as otherwise provided herein, any full or part-time employee who is promoted to a position in a class allocated to a higher salary range/scale than the class from which the employee was promoted shall receive the salary step rate of the appropriate range/scale which would constitute an increase of salary most closely equivalent to but not less than five (5) percent of the employee's salary step rate before promotion, but not less than the minimum salary range/scale of the new class nor greater than the maximum salary of the new class.

If a promotion occurs during the same pay period a merit increase is due and approved, the merit increase shall be computed first and subsequently the increase due to promotion.

An employee who receives a promotion from line staff to a supervisory position or class shall receive the salary step of the appropriate scale that would constitute an increase of salary most closely equivalent to but not less than ten (10) percent of the employee's salary step before promotion but not less than the minimum salary step of the new class or greater than the maximum salary step of the new class. If a promotion occurs on the same day 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 Article 7.21.

#### 7.25 Hourly Cash Allowance

Effective the first full pay period closest to May 19, 2009, the County shall pay each permanent full and part-time employee, in addition to their hourly regular earning rate from the salary schedule, a cash allowance of \$3.45 per pay status hour that the employee is in paid status, excluding overtime, up to a maximum of 80 hours in a pay period, or approximately a maximum of \$600 per month.

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

Effective May 21, 2019, the County will reduce the hourly cash allowance to \$2.30 per pay status hour that the employee is in paid status, excluding overtime, up to a maximum of 80 hours in a pay period.

Effective April 7, 2020, the County will reduce the hourly cash allowance to \$1.15 per pay status hour that the employee is in paid status, excluding overtime, up to a maximum of 80 hours in a pay period.

Effective April 6, 2021, the County will reduce the hourly cash allowance to \$0.00 per pay status hour that the employee is in paid status, excluding overtime, up to a maximum of 80 hours in a pay period.

In consideration for the foregoing, the County has agreed to increase the I step of the salary scale of each job classification identified in Appendix A by \$1.15/hour over a three (3) year period as set forth in Article 7.1 (Salaries).



## Appendix A Salary Scales

Unit 0046 - Law Enforcement Non-Supervisory  
Effective May 21, 2019 (2.8% COLA)

Job Code #	Job Title	A Step (Hourly)	I Step (Hourly)	Minimum (Monthly)	Maximum (Monthly)
4076	DEPUTY SHERIFF TRAINEE	\$ 35.70	\$ 43.40	\$ 6,209.00	\$ 7,548.00
4080	DEPUTY SHERIFF I	\$ 37.73	\$ 45.86	\$ 6,562.00	\$ 7,976.00
4081	DEPUTY SHERIFF II	\$ 41.75	\$ 50.75	\$ 7,261.00	\$ 8,827.00
	DEPUTY SHERIFF II - Int POST	\$ 43.11	\$ 52.41	\$ 7,498.00	\$ 9,115.00
	DEPUTY SHERIFF II - Adv POST	\$ 44.57	\$ 54.18	\$ 7,752.00	\$ 9,423.00
	DEPUTY SHERIFF II Detective	\$ 44.78	\$ 54.43	\$ 7,788.00	\$ 9,467.00
	DEPUTY SHERIFF II Detective - Int POST	\$ 46.13	\$ 56.07	\$ 8,023.00	\$ 9,752.00
	DEPUTY SHERIFF II Detective - Adv POST	\$ 47.60	\$ 57.86	\$ 8,279.00	\$ 10,063.00
	DEPUTY SHERIFF II Resident	\$ 46.93	\$ 55.83	\$ 7,988.00	\$ 9,710.00
	DEPUTY SHERIFF II Resident - Int POST	\$ 47.28	\$ 57.47	\$ 8,223.00	\$ 9,996.00
	DEPUTY SHERIFF II Resident - Adv POST	\$ 48.74	\$ 59.25	\$ 8,477.00	\$ 10,305.00
	DEPUTY SHERIFF II IA Invest	\$ 43.84	\$ 53.29	\$ 7,625.00	\$ 9,269.00
	DEPUTY SHERIFF II IA Invest - Int POST	\$ 45.19	\$ 54.93	\$ 7,860.00	\$ 9,554.00
	DEPUTY SHERIFF II IA Invest - Adv POST	\$ 46.66	\$ 56.71	\$ 8,115.00	\$ 9,863.00
	DEPUTY SHERIFF II PERS BG	\$ 43.84	\$ 53.29	\$ 7,625.00	\$ 9,269.00
	DEPUTY SHERIFF II PERS BG - Int POST	\$ 45.19	\$ 54.93	\$ 7,860.00	\$ 9,554.00
	DEPUTY SHERIFF II PERS BG - Adv POST	\$ 46.66	\$ 56.71	\$ 8,115.00	\$ 9,863.00

Unit 0047 - Law Enforcement Supervisory  
Effective May 21, 2019 (2.8% COLA)

Job Code #	Job Title	A Step (Hourly)	I Step (Hourly)	Minimum (Monthly)	Maximum (Monthly)
4095	SHERIFFS SERGEANT	\$ 48.90	\$ 59.45	\$ 8,505.00	\$ 10,340.00
	SHERIFFS SERGEANT - Int POST	\$ 50.49	\$ 61.36	\$ 8,782.00	\$ 10,672.00
	SHERIFFS SERGEANT - Adv POST	\$ 52.20	\$ 63.45	\$ 9,079.00	\$ 11,036.00
	SHERIFFS SERGEANT Detective	\$ 52.45	\$ 63.75	\$ 9,122.00	\$ 11,088.00
	SHERIFFS SERGEANT Detective - Int POST	\$ 54.03	\$ 65.68	\$ 9,397.00	\$ 11,424.00
	SHERIFFS SERGEANT Detective - Adv POST	\$ 55.75	\$ 67.77	\$ 9,696.00	\$ 11,787.00
	SHERIFFS SERGEANT Resident	\$ 53.79	\$ 65.38	\$ 9,356.00	\$ 11,371.00
	SHERIFFS SERGEANT Resident - Int POST	\$ 55.38	\$ 67.32	\$ 9,632.00	\$ 11,709.00
	SHERIFFS SERGEANT Resident - Adv POST	\$ 57.09	\$ 69.39	\$ 9,929.00	\$ 12,069.00
	SHERIFFS SERGEANT IA Invest	\$ 51.35	\$ 62.42	\$ 8,931.00	\$ 10,857.00
	SHERIFFS SERGEANT IA Invest - Int POST	\$ 52.93	\$ 64.34	\$ 9,206.00	\$ 11,190.00
	SHERIFFS SERGEANT IA Invest - Adv POST	\$ 54.65	\$ 66.42	\$ 9,505.00	\$ 11,552.00
	SHERIFFS SERGEANT PERS BG	\$ 51.35	\$ 62.42	\$ 8,931.00	\$ 10,857.00
	SHERIFFS SERGEANT PERS BG - Int POST	\$ 52.93	\$ 64.34	\$ 9,206.00	\$ 11,190.00
	SHERIFFS SERGEANT PERS BG - Adv POST	\$ 54.65	\$ 66.42	\$ 9,505.00	\$ 11,552.00

**Appendix A (continued)**  
**Salary Scales**

Unit 0046 - Law Enforcement Non-Supervisory  
Effective April 7, 2020 (2.8% COLA)

Job Code #	Job Title	A Step (Hourly)	I Step (Hourly)	Minimum (Monthly)	Maximum (Monthly)
4076	DEPUTY SHERIFF TRAINEE	\$ 37.86	\$ 46.02	\$ 6,585.00	\$ 8,004.00
4080	DEPUTY SHERIFF I	\$ 39.95	\$ 48.56	\$ 6,948.00	\$ 8,446.00
4081	DEPUTY SHERIFF II	\$ 44.10	\$ 53.61	\$ 7,670.00	\$ 9,324.00
	DEPUTY SHERIFF II - Int POST	\$ 45.53	\$ 55.35	\$ 7,919.00	\$ 9,627.00
	DEPUTY SHERIFF II - Adv POST	\$ 47.08	\$ 57.23	\$ 8,188.00	\$ 9,954.00
	DEPUTY SHERIFF II Detective	\$ 47.30	\$ 57.50	\$ 8,227.00	\$ 10,001.00
	DEPUTY SHERIFF II Detective - Int POST	\$ 48.73	\$ 59.24	\$ 8,475.00	\$ 10,303.00
	DEPUTY SHERIFF II Detective - Adv POST	\$ 50.27	\$ 61.10	\$ 8,743.00	\$ 10,627.00
	DEPUTY SHERIFF II Resident	\$ 48.51	\$ 58.97	\$ 8,437.00	\$ 10,256.00
	DEPUTY SHERIFF II Resident - Int POST	\$ 49.94	\$ 60.70	\$ 8,686.00	\$ 10,557.00
	DEPUTY SHERIFF II Resident - Adv POST	\$ 51.49	\$ 62.58	\$ 8,955.00	\$ 10,884.00
	DEPUTY SHERIFF II IA Invest	\$ 46.31	\$ 56.29	\$ 8,055.00	\$ 9,790.00
	DEPUTY SHERIFF II IA Invest - Int POST	\$ 47.74	\$ 58.03	\$ 8,303.00	\$ 10,093.00
	DEPUTY SHERIFF II IA Invest - Adv POST	\$ 49.28	\$ 59.90	\$ 8,571.00	\$ 10,418.00
	DEPUTY SHERIFF II PERS BG	\$ 46.31	\$ 56.29	\$ 8,055.00	\$ 9,790.00
	DEPUTY SHERIFF II PERS BG - Int POST	\$ 47.74	\$ 58.03	\$ 8,303.00	\$ 10,093.00
	DEPUTY SHERIFF II PERS BG - Adv POST	\$ 49.28	\$ 59.90	\$ 8,571.00	\$ 10,418.00

Unit 0047 - Law Enforcement Supervisory  
Effective April 7, 2020 (2.8% COLA)

Job Code #	Job Title	A Step (Hourly)	I Step (Hourly)	Minimum (Monthly)	Maximum (Monthly)
4095	SHERIFFS SERGEANT	\$ 51.56	\$ 62.67	\$ 8,968.00	\$ 10,900.00
	SHERIFFS SERGEANT - Int POST	\$ 53.24	\$ 64.72	\$ 9,260.00	\$ 11,257.00
	SHERIFFS SERGEANT - Adv POST	\$ 55.04	\$ 66.90	\$ 9,573.00	\$ 11,636.00
	SHERIFFS SERGEANT Detective	\$ 55.30	\$ 67.22	\$ 9,618.00	\$ 11,691.00
	SHERIFFS SERGEANT Detective - Int POST	\$ 56.97	\$ 69.25	\$ 9,909.00	\$ 12,044.00
	SHERIFFS SERGEANT Detective - Adv POST	\$ 58.78	\$ 71.45	\$ 10,223.00	\$ 12,427.00
	SHERIFFS SERGEANT Resident	\$ 56.72	\$ 68.95	\$ 9,865.00	\$ 11,992.00
	SHERIFFS SERGEANT Resident - Int POST	\$ 58.39	\$ 70.98	\$ 10,156.00	\$ 12,345.00
	SHERIFFS SERGEANT Resident - Adv POST	\$ 60.20	\$ 73.17	\$ 10,470.00	\$ 12,726.00
	SHERIFFS SERGEANT IA Invest	\$ 54.14	\$ 65.80	\$ 9,416.00	\$ 11,444.00
	SHERIFFS SERGEANT IA Invest - Int POST	\$ 55.81	\$ 67.84	\$ 9,707.00	\$ 11,799.00
	SHERIFFS SERGEANT IA Invest - Adv POST	\$ 57.62	\$ 70.05	\$ 10,022.00	\$ 12,184.00
	SHERIFFS SERGEANT PERS BG	\$ 54.14	\$ 65.80	\$ 9,416.00	\$ 11,444.00
	SHERIFFS SERGEANT PERS BG - Int POST	\$ 55.81	\$ 67.84	\$ 9,707.00	\$ 11,799.00
	SHERIFFS SERGEANT PERS BG - Adv POST	\$ 57.62	\$ 70.05	\$ 10,022.00	\$ 12,184.00



**Appendix A (continued)**  
**Salary Scales**

Unit 0046 - Law Enforcement Non-Supervisory  
Effective April 6, 2021 (2% COLA)

Job Code #	Job Title	A Step (Hourly)	I Step (Hourly)	Minimum (Monthly)	Maximum (Monthly)
4076	DEPUTY SHERIFF TRAINEE	\$ 39.75	\$ 48.32	\$ 6,914.00	\$ 8,404.00
4080	DEPUTY SHERIFF I	\$ 41.90	\$ 50.94	\$ 7,288.00	\$ 8,860.00
4081	DEPUTY SHERIFF II	\$ 46.16	\$ 56.10	\$ 8,028.00	\$ 9,757.00
	DEPUTY SHERIFF II - Int POST	\$ 47.66	\$ 57.93	\$ 8,289.00	\$ 10,076.00
	DEPUTY SHERIFF II - Adv POST	\$ 49.28	\$ 59.90	\$ 8,571.00	\$ 10,418.00
	DEPUTY SHERIFF II Detective	\$ 49.51	\$ 60.19	\$ 8,611.00	\$ 10,469.00
	DEPUTY SHERIFF II Detective - Int POST	\$ 51.01	\$ 62.00	\$ 8,872.00	\$ 10,783.00
	DEPUTY SHERIFF II Detective - Adv POST	\$ 52.62	\$ 63.96	\$ 9,152.00	\$ 11,124.00
	DEPUTY SHERIFF II Resident	\$ 50.78	\$ 61.73	\$ 8,832.00	\$ 10,736.00
	DEPUTY SHERIFF II Resident - Int POST	\$ 52.28	\$ 63.54	\$ 9,093.00	\$ 11,051.00
	DEPUTY SHERIFF II Resident - Adv POST	\$ 53.89	\$ 65.50	\$ 9,373.00	\$ 11,392.00
	DEPUTY SHERIFF II IA Invest	\$ 48.47	\$ 58.91	\$ 8,430.00	\$ 10,246.00
	DEPUTY SHERIFF II IA Invest - Int POST	\$ 49.97	\$ 60.73	\$ 8,691.00	\$ 10,563.00
	DEPUTY SHERIFF II IA Invest - Adv POST	\$ 51.58	\$ 62.70	\$ 8,971.00	\$ 10,905.00
	DEPUTY SHERIFF II PERS BG	\$ 48.47	\$ 58.91	\$ 8,430.00	\$ 10,246.00
	DEPUTY SHERIFF II PERS BG - Int POST	\$ 49.97	\$ 60.73	\$ 8,691.00	\$ 10,563.00
	DEPUTY SHERIFF II PERS BG - Adv POST	\$ 51.58	\$ 62.70	\$ 8,971.00	\$ 10,905.00

Unit 0047 - Law Enforcement Supervisory  
Effective April 6, 2021 (2% COLA)

Job Code #	Job Title	A Step (Hourly)	I Step (Hourly)	Minimum (Monthly)	Maximum (Monthly)
4095	SHERIFFS SERGEANT	\$ 53.86	\$ 65.47	\$ 9,368.00	\$ 11,387.00
	SHERIFFS SERGEANT - Int POST	\$ 55.61	\$ 67.60	\$ 9,672.00	\$ 11,757.00
	SHERIFFS SERGEANT - Adv POST	\$ 57.50	\$ 69.90	\$ 10,001.00	\$ 12,157.00
	SHERIFFS SERGEANT Detective	\$ 57.76	\$ 70.20	\$ 10,046.00	\$ 12,210.00
	SHERIFFS SERGEANT Detective - Int POST	\$ 59.52	\$ 72.36	\$ 10,352.00	\$ 12,585.00
	SHERIFFS SERGEANT Detective - Adv POST	\$ 61.40	\$ 74.62	\$ 10,679.00	\$ 12,978.00
	SHERIFFS SERGEANT Resident	\$ 59.25	\$ 72.02	\$ 10,305.00	\$ 12,526.00
	SHERIFFS SERGEANT Resident - Int POST	\$ 61.00	\$ 74.14	\$ 10,610.00	\$ 12,895.00
	SHERIFFS SERGEANT Resident - Adv POST	\$ 62.88	\$ 76.43	\$ 10,937.00	\$ 13,293.00
	SHERIFFS SERGEANT IA Invest	\$ 56.55	\$ 68.74	\$ 9,836.00	\$ 11,956.00
	SHERIFFS SERGEANT IA Invest - Int POST	\$ 58.30	\$ 70.86	\$ 10,140.00	\$ 12,324.00
	SHERIFFS SERGEANT IA Invest - Adv POST	\$ 60.19	\$ 73.16	\$ 10,469.00	\$ 12,724.00
	SHERIFFS SERGEANT PERS BG	\$ 56.55	\$ 68.74	\$ 9,836.00	\$ 11,956.00
	SHERIFFS SERGEANT PERS BG - Int POST	\$ 58.30	\$ 70.86	\$ 10,140.00	\$ 12,324.00
	SHERIFFS SERGEANT PERS BG - Adv POST	\$ 60.19	\$ 73.16	\$ 10,469.00	\$ 12,724.00

**Appendix A-1  
Equity Table**

Job Code #	Job Title	Current A Step Rate	Additional Market Equity to be Split Between Yr 2 & Yr 3	Total Value Additional Market Equity to be Split Between Yr 2 & Yr 3	Total Additional Market Equity to be Applied 3/24/2020	Total Remaining Additional Market Equity to be Applied 3/23/2021
4076	DEPUTY SHERIFF TRAINEE	\$ 33.78	1.00%	\$ 0.34	\$ 0.17	\$ 0.17
4080	DEPUTY SHERIFF I	\$ 35.74	1.00%	\$ 0.36	\$ 0.18	\$ 0.18
4081	DEPUTY SHERIFF II	\$ 39.66	1.00%	\$ 0.40	\$ 0.20	\$ 0.20
4095	SHERIFFS SERGEANT	\$ 46.62	1.30%	\$ 0.61	\$ 0.31	\$ 0.30