

**TENTATIVE AGREEMENT BETWEEN  
COUNTY OF SONOMA AND  
SONOMA COUNTY DEPUTY PUBLIC DEFENDER ATTORNEYS' ASSOCIATION**

**June 12, 2019**

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

The amended MOU shall supersede the Memorandum of Understanding that expired on May 6, 2019. Language in the MOU and existing side letters not amended by this Tentative Agreement will remain unchanged. The parties agree that this tentative agreement is hereby incorporated into the MOU. Any outstanding proposals not covered by this Tentative Agreement are hereby withdrawn by the parties.

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

FOR THE COUNTY

FOR THE ASSOCIATION

Heartha R Gpr

[Signature]

Date: 6/12/2019

Date: June 12, 2019

Dated Approved:

Date Ratified:

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\_\_\_\_\_

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### ARTICLE 3: EFFECTIVE DATES AND RENEGOTIATION

This Memorandum of Understanding shall become effective on the date approved by the Board of Supervisors unless otherwise specified in the Memorandum, and shall expire at 11:59 pm on May 6, ~~2019~~2023. Either party shall serve on the other party ~~shall serve on the County~~ its written request to commence negotiations for any successor Memorandum of Understanding by the first week in December ~~2018~~2022. Negotiations shall commence by January ~~46~~, ~~2019~~2023.

### ARTICLE 6: SALARY ADMINISTRATION AND OTHER COMPENSATION

#### 6.1 Salary Scales and Adjustments

Salary scales for classifications represented by the Association are listed in Appendix A (Salary Table).

#### Market/Equity and Salary Adjustments

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

- a) Effective the pay period that begins July 16, 2019, the County will increase the current I step of each 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 scale in Appendix A from the adjusted I step to maintain an approximate 2.5% differential between salary steps.

Following the above adjustments, the County will provide an equity adjustment by increasing the adjusted A-I Step of each job classification in Appendix A, where the benchmark for those classifications was below the market average, by 4%, as listed in Appendix A-1. The County will concurrently increase the A-I Steps of each non-benchmark classification salary scale based on the County's internal salary administration alignments.

- b) Effective the pay period that begins July 30, 2019, the County will provide a salary adjustment by increasing the A Step of each job classification in Appendix A by two and eighty-five hundredths percent (2.85%).
- c) Effective the pay period that begins May 5, 2020, the County will increase the

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current I step of each 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 scale in Appendix A from the adjusted I step to maintain an approximate 2.5% differential between salary steps.

Following the above adjustments, the County will provide an equity adjustment by increasing the adjusted A-I Step of each job classification in Appendix A, where the benchmark for those classifications was below the market average, by 3.2% as specified in Appendix A-1. The County will concurrently increase the A-I Steps of each non-benchmark classification salary scale based on the County's internal salary administration alignments.

Effective May 5, 2020, and after the salary adjustments provided above, the County will provide an additional equity adjustment by increasing the adjusted A step of each job classification in the Salary Table by .2% as specified in Appendix A-1. The County will concurrently increase the A-I Steps of each non-benchmark classification salary scale based on the County's internal salary administration alignments.

The additional equity adjustments provided in Appendix A-1 were authorized by the County Board of Supervisors on May 7, 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 and are to be split between years 2 and 3 as indicated on Appendix A-1.

- d) Effective the pay period that begins May 19, 2020, the County will provide a salary adjustment by increasing the A-I Step of each job classification in Appendix A by two and eighty-five hundredths percent (2.85%).
- e) Effective the pay period that begins May 4, 2021, the County will increase the current I step of each 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 scale in Appendix A from the adjusted I step to maintain an approximate 2.5% differential between salary steps.

Following the above adjustments, the County will provide the remaining additional equity adjustment by increasing the adjusted A-I step of each job classification in the Salary Table by .2% as specified in Appendix A-1. The County will concurrently increase the A-I Steps of each non-benchmark classification salary scale based on the County's internal salary administration alignments.

- f) Effective the pay period that begins May 18, 2021, the County will provide a salary adjustment by increasing the adjusted A step of each job classification specified in Appendix A by at least one and nine tenths percent (1.90%) and

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not more than three and eight hundredths percent (3.8%). To determine the actual salary increase, the County will compare the following values:

- (V1) —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.
- (V2) The County's actual annual growth percentage of secured property taxes collected between fiscal years 2019-2020 and 2020-2021, divided by 1.5.

The effective salary adjustment to be applied to the salary scale will be based on the lesser of value (V1) and value (V2), above, in the following manner:

- If the lesser of value (V1) and value (V2) is less than or equal to 2%, then the effective salary adjustment will be 1.9%.
- If the lesser of value (V1) and value (V2) is greater than or equal to 4%, then the effective salary adjustment will be 3.8%.

If the lesser of values (V1) and value (V2) is between 2% and 4%, the effective salary adjustment shall be calculated according to the following formula:

Lesser of value (V1) and value (V2) = (X)  
(X) - 2% = (F)  
(F) x 0.95% = (G)  
(G) + 1.9% = effective salary adjustment: (H)

Examples:

(X) = 2.50%  
2.50 - 2.00 = 0.50  
0.50 x 0.95 = 0.475  
0.475 + 1.90 = 2.375% (H)

(X) = 3.50%  
3.50 - 2.00 = 1.50  
1.50 x 0.95 = 1.425  
1.425 + 1.90 = 3.325% (H)

- g) Effective the pay period that begins May 3, 2022, the County will increase the A-I Step of each scale in the Salary Table by at least two percent (2%) and not more than four percent (4%). The actual amount of the increase each year within 2% and 4% will be determined by the lesser amount of the two following calculations:

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(V3) The San Francisco-Oakland-Hayward All Urban Annual Consumer Price Index (CPI-U) issued by the Bureau of Labor Statistics in January 2021 and January 2022 for the preceding December percentage change from December of the prior year.

(V4) The County's actual annual growth percentage of secured property taxes collected between fiscal years 2018-19 and 2019-20 for year 3 salary adjustment; and between fiscal years 2019-20 and 2020-21 for year 4 salary adjustment, divided by 1.5, respectively.

- If the lesser of value (V3) and value (V4) is between 2% and 4%, the County will increase the A Step by the lesser of the two values.
- If the lesser of value (V3) and value (V4) is less than or equal to 2%, the County will increase the A Step by 2%.
- If the lesser of value (V3) and value (V4) is greater than or equal to 4%, the County will increase the A Step by 4%.

6.2 Salary upon Employment

- a. Except as otherwise provided in this Memorandum, appointment to any position in any class shall be made at the minimum rate, and advancement to rates greater than the minimum rate shall be within the limits of the salary scale for the class.
- b. In exceptional cases after reasonable effort has been made to obtain employees for a particular class at the minimum rate, employment of individuals who possess special qualifications higher than the minimum qualifications prescribed for the particular class may be authorized at a higher rate than the minimum upon recommendation of the Department Head with the approval of the County Administrator. The Department Head may authorize an advanced step salary placement through Step E. County Administrator approval is required for advance step placements for Steps F through I.

6.3 Salary – Consideration upon Reappointment or Return

A full-time or part-time employee who resigns in good standing and is reappointed on a full-time or part-time basis in the same or closely related class in the same or in a lower salary scale within five (5) years of resignation, shall not be paid less than two (2) steps below the step paid at the time of resignation. Approval of the County Administrator is only required if the person is rehired at a step which exceeds the step paid at the time of resignation. The Department Head may authorize an advanced step placement through Step E. County Administrator approval is required for advance step placements Steps F through I.

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6.4 Salary upon Restoration

Any full-time or part-time employee displaced, laid off, or voluntarily demoted in lieu of layoff, and reappointed within two (2) years in the same class from which separated, or in a closely related class in the same salary scale, or in a lower salary scale than the class from which separated, shall be paid at the same step in the salary scale as the employee was paid at the time of displacement, layoff or voluntary demotion, or the step of the scale which is closest to but not exceeding the rate the employee is currently being paid as a County employee, whichever is greater. The employee shall be considered for merit increase when the employee's total hours in paid status before and after separation and restoration equal the number of hours required for merit increase.

6.5 Salary upon Promotion

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

B. 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.

C. An employee who is promoted shall be considered for a merit increase when the employee's total hours in paid status, exclusive of overtime subsequent to promotion, equals one thousand forty hours (1,040). The effective date of the merit increase shall be in accordance with Section 6.17.5 (Effective Date of Merit Increase).

6.6 Advanced Salary upon Promotion

Upon promotion of a full-time or part-time employee to a new class, the Department Head may recommend to the County Administrator that the person being promoted receive a rate of pay that is higher than that to which the employee is entitled but in no way exceeds the top of the scale. The Department Head may authorize an advanced salary step placement through Step E. County Administrator approval is required for advance step placements for Steps F through I.

6.7 Salary upon Demotion during Probation (Failed Probation)

A full-time or part-time employee who, during the employee's probationary period, is demoted to a class which the employee formerly occupied in good standing during the same period of continuous employment in paid or unpaid status, shall have the employee's salary reduced to the salary the employee would have received if the employee had remained in the lower class. The employee's eligibility for merit advancement shall be

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determined as if the employee had remained in the lower class throughout the employee's period of service in the higher class.

6.8 Salary upon Involuntary Demotion

A full-time or part-time employee, to whom the circumstances described in Section 6.7 above do not apply, who is demoted involuntarily to a position of a class which is allocated to a lower salary scale than the class from which the employee is demoted, shall have the employee's salary reduced to the salary in the scale for the new class next lower than, but not more than five percent (5%) lower than the salary received before demotion, except that the employee will not be paid more than the maximum of the scale of the class to which the employee is demoted. The employee's eligibility for merit advancement shall not change as a result of demotion.

6.9 Salary upon Voluntary Demotion

A full-time or part-time employee, to whom the circumstances described in Section 6.7 above do not apply, who is demoted voluntarily or who displaces as a result of layoff to a position in a class which is allocated to a lower salary scale than the class from which the employee is demoted, shall receive the highest salary step in the scale for the new class which does not exceed the salary received before demotion, but not exceeding the maximum of the salary for the new class. The employee's eligibility for merit advancement shall not change as a result of demotion.

6.10 Salary upon Reappointment from Voluntary Demotion

Any full-time or part-time employee who is demoted voluntarily and who is reappointed on a full-time or part-time basis in the same class within two (2) years shall be reappointed at either the same step the employee received at the time of demotion or the salary step nearest the amount of the employee's present salary step, whichever is greater.

6.11 Temporary Assignment to a Higher Class

An employee assigned by the Department Head to perform the majority of duties of a limited term project position, with the approval of the County Administrator and the Director of Human Resources, or to a higher classification to fill a vacancy caused by resignation, termination, promotion, or an extended leave of absence, must complete the required personnel forms and must meet the minimum qualifications of the higher classification or position. The employee shall be paid according to the salary of the scale for the new class which would constitute an increase in salary at the step most closely equivalent to five percent (5%) greater than the employee's salary before promotion, but not less than the minimum salary of the new class, or not greater than the maximum salary of the new class or a salary rate assigned to the limited term project position. The employee shall receive this salary as long as the employee continues to serve in the higher classification assignment and shall be entitled to receive any authorized increases for the higher class as described in section 6.12 (Temporary Promotion – Merit Increase Eligibility). A temporary assignment to a higher class pursuant to this Section 6.11 does

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not include the Deputy Public Defender III Temporary Assignment Premium Pay described in Section 6.18 below.

6.12 Temporary Promotion – Merit Increase Eligibility

Temporary assignments shall be administered in the following manner:

- A. If an employee assigned to a higher class has not yet reached the “I” step in the lower class, in-service hours while temporarily assigned to a higher class shall count as time served in the lower class for purposes of merit increase(s). If employee reaches the “I” step of the lower class while temporarily assigned, all subsequent in-service hours worked while assigned to the higher class will begin counting toward a merit increase in the higher class.
- B. If an employee is at the “I” step of the lower class when assigned to the higher class, in-service hours while temporarily assigned to a higher class shall count as time served in the higher class for purposes of merit increase(s) beginning with the first hour assigned in the higher class.
- C. An employee who is subsequently reassigned by the Department Head within 12 months of the ending date of the most recent temporary assignment shall be considered for a merit increase in the higher class when the employee’s total cumulative hours in the higher class are in accordance with Section 6.18 – Merit Advancement. However, if the employee received credit toward a merit increase in the lower class for hours worked in a temporary assignment as provided in Section 6.12.A, such hours shall not also count toward a merit increase in the higher class.

6.13 Salary upon Reallocation of Class

An employee in a position of a class that is reallocated from one salary scale to another shall continue to receive the same salary step.

6.14 Salary upon Reclassification of Position - Same Salary

Whenever a position is reclassified to a class that is allocated to the same salary scale the incumbent shall retain the same salary received prior to the reclassification if the incumbent is appointed to fill the position in accordance with the Civil Service Rules.

6.15 Salary upon Reclassification of Position - Higher Salary

Except as otherwise provided in this Memorandum, whenever a position is reclassified to a class that is allocated to a higher salary scale, the salary of the incumbent shall be provided by this Article 6 upon promotion if the incumbent is appointed to fill the position in accordance with the Civil Service Rules.

6.16 Salary upon Reclassification of Position - Lower Salary

Whenever a position is reclassified to a class that is allocated to a lower salary scale the salary of the incumbent shall be provided by Article 6.9 upon voluntary demotion if the

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incumbent is appointed to fill the position in accordance with the Civil Service Rules. Whenever the effect of a reclassification is to reduce the salary of an incumbent, the Board of Supervisors may, upon recommendation by the Director of Human Resources, direct that the incumbent shall continue to receive the previously authorized salary until termination of employment in the position, or until a percentage increase in pay may be authorized, whichever occurs first. Appropriate records shall show an incumbent as being paid at a special fixed rate (Y-Rate) of the salary scale for the employee's class.

6.17 Merit Advancement

6.17.1 Merit Advancement within Salary Scales

Merit increases within a scale shall not be automatic. They shall be based upon merit and shall be made only upon written approval by the employee's Department Head. Merit increases shall be made within the appropriate salary scale for the class by computing the new salary step rate which is most closely equivalent to two and a half (2 ½), five (5), seven and a half (7 ½), or ten (10) percent higher than the previous base hourly salary subject to the criteria below in 6.18.2. The usual merit increase for Satisfactory or Exceeds Standards, as documented by a written performance evaluation, shall be five (5) percent. The Department Head has the option of giving no increase or a two and a half (2 ½) percent increase for less than overall satisfactory performance.

To request a flexible merit increase (any increase other than five percent (5%) or to award a merit increase in advance of the eligible date), the Department Head must complete the Flexible Merit Increase form and attach the employee's performance evaluation then forward to the County Administrator for approval.

6.17.2 Special Merit Advancement

Either (1) or (2) below can be awarded, but (1) and (2) may not be combined. Increase cannot exceed ten percent (10%) in the previous twelve (12) months.

- 1) Upon recommendation of the Department Head and approval by the County Administrator, an employee may be given a five percent (5%) merit step advancement before regularly scheduled as provided in Section 6.18.3. This special salary advancement shall be supported by an overall outstanding rating with no areas of improvement needed in the written performance evaluation. Only one special merit increase can be given in a twelve (12) month period or in the first twelve (12) months following appointment to the position.
- 2) An employee may be advanced in the salary scale based on merit with a seven and one half percent (7 ½%) or ten percent (10%) increase, documented by an overall Outstanding rating in the written performance evaluation with no areas rated Improvement Needed. A seven-and-one-half percent (7 ½%) or ten

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percent (10%) increase must have the recommendation of the Department Head and approval by the County Administrator.

6.17.3 Merit Increase – Total Hours Required

Each employee shall be considered for an initial merit increase when the employee's total hours in paid status exclusive of overtime within the current class equals one thousand forty (1,040) hours. Each employee shall be considered for subsequent merit increases when the employee's total hours in paid status exclusive of overtime, at each step to which advanced, equals two thousand and eighty (2,080) hours.

6.17.4 Merit Advancement Non-Grievable

This entire Section 6.17, including subsections, regarding merit increases shall not be grievable or appealable under this Memorandum or any County resolution, ordinance, policy or practice. An employee whose merit increase is denied by the Department Head may, upon request, meet and discuss with the Department Head the reasons for the denial. The decision of the Department Head shall be final.

6.17.5 Effective Date of Merit Increase

The effective date of an approved merit increase shall be the start of the work day during which the employee becomes eligible for the merit increase.

6.18 Deputy Public Defender III Temporary Assignment Premium Pay

- a) An employee in the class of Deputy Public Defender III may be temporarily assigned by the Public Defender to be responsible for serious felony trial duties normally performed by an employee in the class of Deputy Public Defender IV. The Public Defender shall evaluate the performance of the Deputy Public Defender III during the temporary assignment. If the Public Defender certifies that the Deputy Public Defender III fully performs to the satisfaction of the Public Defender, then effective at the beginning of the start of the first full pay period following six (6) total months of satisfactory work in the higher class assignment, a Deputy Public Defender III shall be entitled to receive a premium pay of 7% above the employee's base hourly pay for all subsequent hours of work spent in this higher class assignment.
- b) A Deputy Public Defender III, who has been certified under this Article 6.18 by the Public Defender as satisfactorily performing serious felony trial duties, will be eligible for the 7% premium pay whenever the Public Defender subsequently reassigns the Deputy Public Defender III to another future assignment to again perform serious felony trial duties.
- c) A Deputy Public Defender III may be certified under this Article 6.18 by the Public Defender to receive the 7% premium pay prior to completion of the six-month temporary assignment period if the employee has had equivalent previous felony trial

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experience and demonstrates to the Public Defender that the employee has satisfactorily performed serious felony trial duties.

- d) At any time during a Deputy Public Defender III assignment to serious felony trial duties, the Public Defender may remove the Deputy Public Defender III from the assignment, and the 7% premium pay, if provided, shall cease effective with the last hour worked in the assignment.
- e) For the purposes of Section 6.18, "serious felony trial duties" shall mean "any case where the potential maximum sentence is an indeterminate term, including murder, some gang offenses, as well as child (13 years and under) sexual assault, forcible adult sexual assault; any case involving the alleged personal use of a firearm, as well as the attempt of any of the above; Sexually Violent Predators, or any other complicated case as the Department Head deems fit as an unusually complex and/or serious case".
- f) Any decision by the Public Defender to assign work under this Article 6.18 is within the Public Defender's sole discretion and may not be the subject of a grievance under the Article 16 of this Memorandum, the County's General Grievance Procedure, under any other appeal procedure or policy of the County.

6.19 Deferred Compensation – County Paid Program

The County shall deposit 4.50% of the biweekly base salary of each employee of this bargaining unit into the County-provided 401(a) Deferred Compensation account, provided that the employee is in paid status for at least 50% of the employee's regular work schedule in a pay period. Nothing in this Memorandum renders the County liable to any employee for continuance of the current deferred compensation plan in the event of a discontinuance of Internal Revenue Service or Franchise Tax Board approval of any County deferred compensation plan or portion of the plan or the employee becoming ineligible to participate in the deferred compensation plan. County paid deferred compensation under this Subsection 6.20 shall not be included in the calculations of retirement benefits.

~~6.19.1 Deferred Compensation – Administrative Fees~~

~~All employees who receive deferred County paid 401(A) plan benefits shall pay a seventy-five cent (\$0.75) administrative fee per pay period.~~

6.20 Deferred Compensation – Voluntary Plan

The County will maintain a voluntary deferred compensation plan for all employees eligible under Federal law and the rules of the deferred compensation plan.

6.21 PST/457 Deferred Compensation Retirement Plan

Part-time (less than 0.50 FTE) employees who are hired on or after October 1, 1991, shall participate in the PST/457 Deferred Compensation Retirement Plan authorized by Internal Revenue Code Section 457 in lieu of Social Security.

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The County shall contribute to the employee's PST/457 deferred compensation account according to the following schedule:

Employee	County
3.50%	4.00%

6.22 Hourly Cash Allowance

Subject to the reductions identified in this section, ~~t~~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 three dollars and forty five cents (\$3.45) per paid status hour that the employee is in paid status excluding overtime, up to a maximum of eighty (80) hours in a pay period (or approximately a maximum of six hundred dollars (\$600.00) per month). This hourly cash allowance is compensation for services rendered in that pay period and shall be taken into account for 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 in the salary schedule. It is not intended as a supplement toward medical, dental, or any other insurance or benefit.

Effective on July 16, 2019, the County will reduce the hourly cash allowance to \$2.30 paid per pay status hour that the employee is in a paid status, up to a maximum of 80 hours in a pay period.

Effective May 5, 2020, the County will reduce the hourly cash allowance to \$1.15 paid per pay status hour that the employee is in a paid status, up to a maximum of 80 hours in a pay period.

Effective May 4, 2021, the County will reduce the hourly cash allowance to \$0.00 paid per pay status hour that the employee is in a paid status, 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 6.1 (Salary Scales and Adjustments).

6.23 Mileage Reimbursement

An employee who is authorized to and provides a motor vehicle for travel required of the employee in the performance of official duty shall be reimbursed at the current applicable federal ~~IRS standard~~ 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.

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6.24 Bilingual Pay

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

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

~~6.25 One Time, Lump Sum, Non-Recurring And Pensionable Payments~~

~~Effective with the pay period that begins October 23, 2018, each regular, full time, active employee shall receive a one time, lump sum, pensionable, and non-recurring payment to those employees in active status as of the last day of the pay period and prorated based on allocated FTE, in the following amounts:~~

~~Deputy Public Defender I: \$2,947~~

~~Deputy Public Defender II: \$3,238~~

~~Deputy Public Defender III: \$3,725~~

~~Deputy Public Defender IV: \$4,195~~

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

Article 6.2625: Total Compensation Comparison

~~(A) County Attorney Classifications~~

~~The County agrees that internal total compensation equity amongst the County's attorney classifications is a relevant and material factor to be considered during upcoming successor contract negotiations. Total compensation equity can only be effectively evaluated after County contributions to medical premiums for all attorney classifications are equivalent. To this end, if and when the County contribution to medical premiums is equivalent for all attorney classifications, the County agrees to compare total compensation data, excluding any additional compensation for any specialty duties (including but not limited to, on call or standby pay), for the County's attorney classifications.~~

~~Within sixty (60) days after the County's contributions to medical premiums is equivalent for all attorney classifications, the County and SCDPDAA shall meet and confer regarding total compensation data with the objective of negotiating and reaching~~

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~~agreement on total compensation parity in relation to the relevant attorney classifications. Under no circumstances shall this result in a reduction in pay for SCDPDAA members.~~

**(B) Total Compensation Survey**

~~For the 2019 successor Memorandum of Understanding, the County's total compensation survey shall include the same components surveyed in the Ralph Andersen & Associates July 2017 survey. It shall compare the Attorney IV level to other appropriate levels of attorney classifications.~~

The following counties will be used for comparison to Sonoma County: Alameda, Contra Costa, Marin, Napa, San Mateo, Solano, Sacramento, San Luis Obispo, Santa Cruz, and Santa Clara. ~~Should any of these listed counties not have an Office of the Public Defender, the comparator data for the Office of the District Attorney classification would be used for the 2019 successor MOU.~~

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

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

## ARTICLE 9 - STAFF DEVELOPMENT

### 9.1 Staff Development and Wellness Benefit Allowance – Amount

Subject to budgeted funds for this program, full time and part time (.40 FTE and greater) employees who are in allocated positions are eligible for Staff Development and Wellness Benefit Allowance. As specified in the chart below, full-time and part-time employees shall receive reimbursement pursuant to the ~~provisions of the on-line~~ Staff Development/Wellness Benefit Allowance Program ~~Administrative Manual guidelines.~~

Staff Development/Wellness Allowance	Full-Time (1.00 FTE)	¾ Time (> .75 FTE)	Part-Time (.40 - .74 FTE)
Annual Staff Development/Wellness Allowance	\$1,250	\$1,250	\$800
Additional Annual Staff Development Allowance*	<del>\$1,752</del> <u>452</u>	<del>\$1,752</del> <u>452</u>	<del>\$1,163</del> <u>300</u>

\*Effective July 1, 2019~~6~~ (subject to provisions of Section 9.3)

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Funds may not be carried over into the next fiscal year. Use of funds subject to approval and provisions of the Staff Development Administrative Manual and may be taxable pursuant to the Internal Revenue Code.

~~9.2 — Staff Development/Wellness Benefit Allowance — Computer Hardware And Mobile —  
Devices~~

~~Staff Development/Wellness Benefit Allowances may be used towards reimbursement for the purchase of computer hardware as defined in the County's Staff Development Benefit Program Allowance Administrative Manual. Monthly service charges for internet and mobile communication connections are not reimbursable under this Program. The use and approval of all computer hardware, and mobile devices is subject to review by the department head or designee and is subject to the specific job requirements for each job classification. All computer hardware, and mobile devices must be directly job related, must be used for County business a minimum of 50% of their use and requires department head or designee authorization in order to qualify for reimbursement. Department Head authorization for the use of this benefit towards reimbursements for computer hardware, and mobile devices must be outlined and approved in the employees' annual Professional Development Plan document and will be considered together with other staff development training and educational priorities required by the department head.~~

9.32 Staff Development –Additional Amount

Effective July 1, 2016, an additional annual allowance may be used for Staff Development as outlined in the County's Staff Development Benefit Allowance Program ~~Administrative Manual~~ [guidelines](#). The additional annual amounts of the allowance which can be used towards reimbursable expenses for this benefit are specified in the chart in Section 9.1, and shall be limited to professional development expenses (i.e., membership dues, conference and training fees).

~~9.4 — Annual Staff Development/Wellness Allowance~~

~~On the date of County Board of Supervisors' approval of this successor MOU, the fiscal year Staff Development/Wellness Benefit Allowance may be used towards reimbursement for allowable physical fitness and/or wellness programs. Reimbursement of expenses will be based on the MOU in effect on the purchase date.~~

9.53 Continuing Education Leave

When a continuing education course is offered during an employee's normal work schedule, the employee may be authorized continuing education leave. Continuing education leave authorization shall be subject to the approval of the Department Head and must be directly related to the employee's present position or career advancement within the department. Continuing education leave shall be considered as time worked.

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**9.64** In-Service Training Authorization

9.64.1 Attendance at in-service training courses may be authorized by the Department Head.

9.64.2. Payment for In-Service Training

There are three ways the expenses of the program may be paid:

- a. By the County: Expenditures for travel, meals, lodging, registration and other items included annually within the department budget, with prior Department Head approval.
- b. By other public or private agencies: Expenditures paid by grants from the State or Federal governments, from private organization or from professional organizations.
- c. By the individual employee: The employee may pay the in-service training expenses in whole or in part from the employee's private resources, if the employee requests and receives approval from the Department Head for paid release time to attend the authorized training.

**9.75** Article 9, Staff Development, Non-Grievable

Article 9 of this MOU shall not be grievable or appealable under Article 16, Grievance Procedure, of this Memorandum or any County policy, resolution or rule.

**ARTICLE 10 – HEALTH & WELFARE BENEFITS FOR ACTIVE EMPLOYEES**

**10.1** 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 (1) County offered health plan).~~

An eligible employee is:

- ❑ A County of Sonoma probationary or regular full-time, or probationary or regular part-time employee (refer to Section 10.2.6 regarding plans offered and pro-ration of benefits for part-time employees).
- ❑ Eligible employees may enroll eligible dependents. Eligible dependents are (as defined in each plan document/summary plan description):

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- Either the employee's spouse or domestic partner; or a child(ren) up to age 26 or a disabled dependent child regardless of age.
- ~~A child based on your plan's age limits or a disabled dependent child regardless of age.~~

An eligible employee is allowed to only 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 (1) County offered health plan.

10.2 Enrollment in County Offered Health (Medical, Dental, Vision, Life Insurance) Plans

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

The effective date of benefits will be the first of the month following date of hire or initial eligibility.

~~Effective the pay period beginning May 10, 2016 for coverage beginning June 1, 2016,~~  
Health plan coverage will be paid on a semi-monthly basis (24 payments per year).

10.2.1 County Offered Medical Plans

The County will offer at least three medical plans: the County Health Plan PPO, County Health Plan EPO, and Kaiser HMO (\$10 co-pay) Plan. The benefit provisions, co-payments, and deductibles of each plan are outlined in Summary Plan Description or Evidence of Coverage.

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

10.2.2 County Contributions towards Active Employee Medical

~~Effective as soon as administratively feasible upon Board adoption,~~ The County shall contribute up to a maximum of the following amounts based on the level of coverage for

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employees enrolled in County-offered medical coverage for any eligible full-time regular employee and their eligible dependent(s).

Employee only	\$629 per month (\$314.50 semi-monthly)
Employee plus one	\$1,257 per month (\$628.50 semi-monthly)
Family	\$1,779 per month (\$889.50 semi-monthly)

County Contribution - Plan Year 2019-2020

Effective the pay period beginning ~~XXX~~ July 16, 2019, the County shall contribute up to maximum of the following amounts based on level of coverage for employees enrolled in County-offered medical coverage for any eligible full-time regular employee and their eligible dependent(s).

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

County Contribution – Plan Year 2020-2021

Effective the pay period beginning May 19, 2020, the County shall contribute up to maximum of the following amounts based on level of coverage for employees enrolled in County-offered medical coverage for any eligible full-time regular employee and their eligible dependent(s).

<u>Employee only</u>	<u>\$742 per month (\$371 semi-monthly)</u>
<u>Employee plus one</u>	<u>\$1,484 per month (\$742 semi-monthly)</u>
<u>Family</u>	<u>\$2,100 per month (\$1,050 semi-monthly)</u>

Effective the pay period beginning May 19, 2020, the County will adjust the County capitated contribution toward the total premium, as necessary, to maintain the contribution ratio as it currently exists in the 2019-2020 plan year for the most subscribed HMO. The most subscribed HMO will be determined by the December 1, 2019 employee enrollment data.

County Contribution – Plan Year 2021-2022

Effective the pay period beginning May 18, 2021, the County shall contribute up to maximum of the following amounts based on level of coverage for employees enrolled in County-offered medical coverage for any eligible full-time regular employee and their eligible dependent(s).

<u>Employee only</u>	<u>\$786 per month (\$393 semi-monthly)</u>
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<u>Employee plus one</u>	<u>\$1,574 per month (\$787 semi-monthly)</u>
<u>Family</u>	<u>\$2,224 per month (\$1,112 semi-monthly)</u>

County Contribution – Plan Year 2022-2023

Effective the pay period beginning May 17, 2022, the County shall contribute up to maximum of the following amounts based on level of coverage for employees enrolled in County-offered medical coverage for any eligible full-time regular employee and their eligible dependent(s).

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

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

The County shall contribute to part-time eligible employees on a pro-rated basis, in accordance with Section 10.2.6.

10.2.3 Dental Benefits

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

The employee contribution is \$14.13 semi-monthly (\$28.26 per month). The semi-monthly deduction is effective the pay period beginning May 10, 2016 for coverage beginning June 1, 2016.

Effective the pay date of November 14, 2018 and continuing ~~beyond~~ through the term of this MOU ~~extension~~, unless and until otherwise changed by agreement by the County and SCPDAA, the employee contribution shall be suspended, resuming the pay date of September 2, 2020.

The County shall contribute to part-time eligible employees on a pro-rated basis, in accordance with Section 10.2.6.

10.2.4 Vision Benefits

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

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The County will pay the total cost of the premium for vision benefits for full-time active employees.

Part-time employees ~~will~~ are automatically ~~be~~ enrolled in the vision benefit and the County shall contribute to part-time eligible employees on a pro-rated basis, in accordance with Section 10.2.6 (Part-Time Employees – Health Benefits).

Vision benefits provisions, co-payments and deductibles are outlined in the Evidence of Coverage.

#### 10.2.5 Life Insurance

##### Basic Life:

The County shall offer a basic term-life insurance plan in the following amount for an allocated full-time equivalent position of sixty (60) hours or more (0.75 FTE or more) with no employee contribution: two (2) times the annual salary computed on the basis of 26.089 times the bi-weekly salary in effect at the time of death. Enrollment in basic life insurance is automatic, based on eligibility.

##### Dependent Life:

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

##### Supplemental Life:

Eligible employees may purchase additional life insurance coverage for themselves at their own expense upon initial eligibility or during the annual enrollment periods specified in Section 10.2 (Enrollment in County Offered Health (Medical, Dental, Vision, Life Insurance) Plans). Employees may purchase supplemental coverage in increments one times (1X) to four times (4X) their basic coverage to a maximum of \$500,000, in accordance with the insurance carrier's policy. Participating employees and the County will be required to follow the insurance company's contracted requirements with respect to the maximum amounts and the necessity for evidence of insurability in order to be eligible to receive the benefit as may be amended from time to time and may be based on actual participation by County employees in the program. An employee enrolled in supplemental coverage who moves from one age bracket to the next higher bracket will have to pay the rate of the higher age bracket beginning the January of the year in which the employee moves to the higher age bracket.

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10.2.6 Part-Time Employee – Health Benefits

Part-time employees in allocated positions of thirty two (32) hours or more biweekly (0.40 FTE minimum) shall be eligible to participate in the County's medical, dental, and vision plans and the County's contribution toward their premiums shall be pro-rated. Pro-ration shall be based on the number of paid status hours in the pay period, excluding overtime and including periods of qualified FMLA, CFRA and CDPL leaves without pay.

Part-time employees shall not be eligible to participate in the County's life insurance program

10.2.7 Health Reimbursement Arrangement (HRA) Contribution

~~Effective the pay period beginning on May 10, 2016, the County shall cease contributions to the HRA account described in this section. Effective the pay period beginning May 10, 2016, the County will instead convert such HRA contributions into medical insurance premiums as described in 10.2.2.~~

~~Between April 1, 2016 and May 9, 2016, all eligible full and part time employees enrolled in a County sponsored medical plan will receive a contribution into a Health Reimbursement Arrangement (HRA) and can participate in the HRA plan based on County medical plan enrollment as described in this Article 10. Eligible employees who waive medical coverage and are not enrolled in a County sponsored medical plan will not receive a contribution into the HRA.~~

~~The County will contribute the amount specified in the table below, per paid status hour to a maximum of 80 hours per biweekly pay period. The County will contribute to eligible part time employees on a pro-rated basis, in accordance with Section 10.2.6.~~

<del>Effective 5/12/2015-5/9/16</del>		
<del>Coverage Level</del>	<del>Per Paid Status Hour</del>	<del>Monthly Equivalent</del>
<del>EE-only</del>	<del>\$0.59</del>	<del>\$103.02</del>
<del>EE +1</del>	<del>\$0.95</del>	<del>\$164.83</del>
<del>EE +2</del>	<del>\$2.03</del>	<del>\$353.21</del>

County contributions pursuant to this section will be available to Plan participants for reimbursement of eligible medical care expenses incurred by an eligible employee or dependents(s) as described in Internal Revenue code sections 105 and 106. ~~Effective June 1, 2016,~~

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~~active employee post tax medical premiums are not eligible for reimbursement.~~

HRA contributions made pursuant to this section are separate and apart from HRA contributions and benefit eligibility for Retiree Medical for employees hired on or after January 1, 2009, pursuant to Article 11. ~~Health benefits in this Article 10 are available only to active employees. When this MOU ends on May 7, 2018, the parties agree that the health benefits in this Article 10 are subject to negotiations for a successor MOU.~~

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

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.

10.3 Employee Assistance Program

The County ~~will continue the current level of benefits under the Employee Assistance Program (EAP) for all employees during the term of this Memorandum.~~

~~Effective June 1, 2016, the~~ will provide benefits under the Employee Assistance Program ~~will be enhanced to six (6) face to face clinical consultations per incident per benefit period.~~ for all employees at no cost to the employee.

10.4 Long-Term Disability Benefit

The County shall provide and pay the premium for a Long-Term Disability (LTD) benefit as described in the applicable ~~plan document~~ policy certificate for all full and part-time employees (0.40 FTE minimum) who meet the eligibility requirements. Enrollment in the Long-Term Disability benefit is automatic.

The benefit waiting period is the longer of 60 days, or the period you elect to receive paid leave. Employees eligible to receive LTD benefits are not required to exhaust sick leave before receiving LTD benefits, but an employee who chooses to use sick leave or other paid leave after the sixtieth (60th) day of disability is not eligible to receive any LTD benefits until the employee stops using paid leaves. LTD benefits cannot be supplemented with any paid leave. LTD benefits will be offset by any applicable income, such as short-term disability benefits, social security and social security disability benefits, etc.

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10.4.1 Long-Term Disability Claims Dispute

The claims dispute process is described in the ~~Summary Plan Description or Evidence of Coverage~~ Policy Certificate. The County Human Resources-Risk Management Division will assist employees with claims dispute processing.

10.5 Workers Compensation

10.5.1 Workers' Compensation Claims Disputes

Any dispute by an employee over a claim processed through workers' compensation shall be resolved solely through the appropriate appeal procedures of that system.

10.5.2 Workers' Compensation Temporary Disability – Supplementing With Paid Leave

An employee who is absent from work by reasons of industrial injury compensable by temporary disability shall supplement such compensation with enough paid leaves to increase his/her gross earnings to equal his/her regular bi-weekly base salary as follows:

- ☐ All sick leave shall be taken until the remaining sick leave balance is 40 hours or less.
- ☐ Once the sick leave balance is forty (40) hours or less, the employee may elect to supplement by taking any combination of the remaining sick leave, vacation, and/or compensatory time off up to his/her base salary.
- ☐ Employees whose sick leave balance is forty (40) hours or less may also elect not to supplement at all.

10.5.3 Leave Accrual While On Workers Compensation Leave

An employee shall accrue vacation leave and sick leave only during the portion of absence from work due to industrial injury for which the employee uses previously earned vacation leave, sick leave or compensatory time off.

10.6 Health Benefits during 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 benefits coverage through COBRA Continuation of Coverage and is responsible for

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making a timely election and paying COBRA premiums by the due date. Prior to the exhaustion of the thirteenth (13th) pay period, 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 Section 10.6 shall not have the thirteen (13) pay period entitlement reduced for any pay period in which the employee is in paid status for at least fifty percent (50%) of the employee's allocated full time equivalent as specified in this Section 10.6. If the employee returns to medical or pregnancy disability 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 paid 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 concurrently with Family Medical Leave Act (FMLA), California Family Rights Act (CFRA), and California Pregnancy Disability Leave (CPDL).

The employee's entitlement to employee paid benefits continuation under COBRA begins when the employee is no longer eligible for a County contribution toward medical benefits. When the employee returns to fifty percent (50%) allocated full time equivalent in paid status, eligibility for a County contribution toward health benefits is regained. Benefit coverage begins the first of the following month: once a completed and signed Employee Benefit Enrollment/Change form is received by Human Resources Benefits Unit within 31 days of the return from leave.

10.7 Health Benefits during Leaves of Absence – Non-Medical Leaves Without Pay

If an employee is on an unpaid absence or goes on leave without pay, either of which reduces the employee's time in paid status to less than fifty percent (50%) of the employee's allocated full-time equivalent (FTE) in a pay period, the County will cease to pay its normal benefit contributions.

The employee must pay the total benefit premium(s), if the employee desires to continue coverage. If an employee is on an unpaid absence or goes on leave without pay, either of which reduces the employee's time in paid status to not less than fifty percent (50%) of the employee's regular schedule in a pay period, the County will continue to pay its normal benefit contributions.

10.8 Continuation of Employee Paid Health Benefits Coverage

An employee, who is entitled to continued benefit coverage as specified in Section 10.6 or 10.7, must notify the Auditor-Controller-Treasurer-Tax Collector's office (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.

A Request for Leave without Pay form signed by the employee and the Department Head shall be forwarded to the ACTTC's office when leave is authorized. To assure

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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 due 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 medical, dental, vision, life insurance and long-term disability coverage shall be terminated. Coverage will not be reinstated until the 1st of the month following the employee's return to paid status once a completed and signed Employee Benefit Enrollment/Change form is received by Human Resources Benefits Unit within 31 days of the return from leave.

10.9 Part-Time Employees – Health Benefits during Leave Of Absence

Part-time employees shall be eligible to participate in the medical benefit plans and/or the dental plans on a prorated basis, as defined in Section 10.2.6. For pay periods with no paid 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 Section 10.4 (Long-Term Disability).

10.10 COBRA Continuation Rates

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 revision where applicable.

10.11 Salary Enhancement Plans

All of the following plans will be administered by the County in accordance with applicable Federal and State laws as amended and will not be grievable or arbitrable under Article 16, Grievance Procedure in this Memorandum or any County policy, rule or regulation.

10.11.1 IRS Section 414(h)(2)

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.

10.11.2 IRS Section 125

10.11.2.1 Premium Conversion

The County shall continue under IRS Code Section 125 to administer a Health Care Premium conversion Plan

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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.

10.11.2.2      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.

10.11.2.3      Dependent Care Assistance Program

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

10.12   Benefits: Plan Documents and Other Controlling Documents

While mention may be made in this Memorandum 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.

**ARTICLE 14 – SICK LEAVE**

14.1   Sick Leave Benefit For Employees in Allocated Positions

14.1.1   Accrual Rate:

Each full-time employee in a regular, allocated position, shall accrue and accumulate sick leave at the rate of 3.680 in-service hours for each completed eighty (80) paid in-service hours.

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In-service hours include all hours in paid status excluding overtime. This accrual rate shall be adjusted to reflect any unpaid time in each pay period. Part-time employees, in allocated positions, shall be eligible to receive sick leave on a pro rata basis. Usage and accrual of sick leave benefits shall be governed by the same rules and regulations applicable to full-time employees. Employees shall document sick leave usage as provided in Section 14.3.

14.1.2 Accrual – Restoration of Accrued Time:

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

14.1.3 Change in Employment Status – Extra Help to Allocated

Extra Help to Allocated Position:

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

1. Extra Help sick leave hours must be used prior to using sick leave accrued as a regular employee;
2. Extra Help sick leave hours have no cash value; and
3. Extra Help hours are not eligible for conversion to service credit at regular retirement (pursuant to Section 14.4).

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

14.2 Sick Leave Use

Earned sick leave credits may, with the approval of the Department Head, be used by the employee, as outlined below.

14.2.1 Sick Leave Use – Non- FMLA/CFRA/PDL Leave:

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

- A. Employee Illness: during the employee's own incapacity due to illness or injury;

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- B. Employee Treatment or Examination: during the time needed by the employee to undergo medical or dental treatment or examination;
- C. For Care of a Family Member: For diagnosis, care or treatment of an existing health condition of, or preventative care for the employee family member. For leave under this section 14.2.1, "family member" is defined as a:
1. child (defined as biological, adopted, or foster child, stepchild, legal ward, or a child to who the employee stands in place of a parent, regardless of age or dependency status);
  2. parent (defined as a biological, adoptive, or foster parent, stepparent, or legal guardian of an employee or the employee's spouse or registered domestic partner, or a person who stood in place of a parent when the employee was a minor child);
  3. employee's spouse or registered domestic partner;
  4. grandparent, grandchild, or sibling of the employee or the employee's spouse or registered domestic partner.

Sick leave use for family members listed 14.2.1c shall not exceed forty-eight (48) hours per occurrence unless extended by joint action of the employee's Department Head and the Director of Human Resources by reason of exceptional hardships. "Occurrence" means per illness or related incidents. The 48 hours do not have to be consecutive.

California "Kin Care" (Labor Code 233) provides that an employee may use an amount of paid sick leave each calendar year that is equal to the amount of time that would normally accrue in six month period, and may be used in the same manner as other sick leave described in this section 14.1.3.1. Kin Care provisions run concurrent with other protected leaves and do not extend the maximum period of leave to which the employee is entitled to under FMLA or CFRA.

- D. Domestic Violence, Sexual Assault, or Stalking: When an employee is a victim of domestic violence, sexual assault or stalking, to work to obtain or attempt to obtain any relief, including but not limited to, a temporary restraining order, restraining order, or other injunctive relief, to help ensure the

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health, safety, or welfare of themselves or their child(ren); to seek medical attention for injuries caused by domestic violence, sexual assault or stalking; obtain services from a domestic violence shelter, program or rape crisis center as a result of domestic violence, sexual assault or stalking; obtain psychological counseling related to an experience of domestic violence, sexual assault, or stalking; participate in safety planning or take other actions to increase safety from future domestic violence, sexual assault, or stalking, including temporary or permanent relocation.

14.2.2 Sick Leave Use - FMLA/CFRA/PDL Qualifying Leave:

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

A. Employee Illness: During the employee's own incapacity due to illness or injury.

B. Employee Treatment or Examination: During the time needed by the employee to undergo medical or dental treatment or examination.

C. Disabled by Pregnancy: When a woman employee is disabled by pregnancy, which means that in the opinion of her health care provider she is unable because of pregnancy to work at all or is unable to perform any one or more of the essential functions of her job, or to perform these functions without undue risk to herself, the successful completion of her pregnancy, or to other persons.

D. Care of Family Member: When a child, domestic partner or spouse of an employee who is a member of the employee's household or a person for whom the employee is entitled to a Federal Income Tax dependent exemption, or the employee's parent is incapacitated by illness or injury and it is necessary for the employee to care for such child, domestic partner, spouse, or parent.

Child is defined as biological, adopted, or foster child, stepchild, legal ward, or a child to who the employee stands in place of a parent, who is either under 18 years of age or an adult dependent child. An adult dependent child is an individual who is 18 years of age or older and who is incapable of self-care because of a mental or physical disability within the meaning of Government Code section 12926(j) and (l).

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Parent for purposes of this Section is defined as biological, foster, adoptive, step-parent, legal guardian or person who stood in place of a parent to the employee when the employee was a child. A biological or legal relationship is not necessary for a person to have stood in place of a parent to the employee as a child. Parent does not include a parent-in-law.

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

Information on FMLA/CFRA/PDL eligibility, documentation, and benefit and pay status is provided under Section 15.3 – Family Care and Medical Leave Under FMLA/CFRA.

14.3 Sick Leave Documentation

14.3.1 Annual Period- Allocated Employees: Annual Period – Allocated Employees:

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

14.3.2 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 each ~~the first~~ annual period will be applied to and subject to the provisions of California paid sick leave laws, ~~until January 1st, and on a calendar year thereafter.~~ During this period, if the need for paid sick leave is foreseeable, the employee shall provide reasonable advanced notice. If the need for paid sick leave is unforeseeable, the employee shall provide notice of the need for the leave as soon as practicable. If the County has reasonable suspicion of sick leave abuse, a signed medical certification may be required for each use of accrued sick leave to the extent permissible by law.

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14.3.3 Subsequent Hours:

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

14.3.4

Reasonable certification may be required, within a reasonable time after the absence, when an unscheduled absence occurs to obtain relief if the employee is a victim of domestic violence, sexual assault, or stalking, in accordance with Section 14.2(d) of this Agreement. Such certification shall be treated as confidential. Certification may be provided directly to Human Resources and shall not be disclosed to any person except to the affected employee, or as provided by law.

14.3.5 FMLA/CFRA/PDL:

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

14.4 Sick Leave Conversion At Regular Retirement

Each employee separating from County service on regular, non-disability retirement shall convert one-hundred percent (100%) of all unused sick leave remaining to the employee's credit at the time of retirement to retirement service credit as provided by Government Code Section 31641.03, excepting that Extra Help sick leave hours are not eligible for conversion to retirement service credit.

14.5 Sick Leave Payoff At Regular Retirement

The County shall pay the monetary equivalent of twenty-five percent (25%) of all unused sick leave remaining to an employee's credit at the time of separation, computed on the basis of the employee's base hourly rate, for each employee who separates from County service on regular non-disability retirement, who reaches 100% of retirement benefit allowed by law, and who is prevented by law from converting some or all of the employee's remaining unused sick leave to service credit under Section 14.4 (Sick Leave – Conversion at Regular Retirement). Extra Help sick leave is not eligible for this provision.

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14.6 Sick Leave Distribution At Death Or Layoff

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

14.7 Sick Leave Payoff At Disability Retirement

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

14.8 Medical Examinations

The Department Head may direct any employee to undergo a medical examination to determine the employee's mental and physical capacity to perform the duties of the employee's position. A determination that an employee is or is not capable of performing the duties of the employee's position will be made available to the Department Head and the employee concerned. The examination shall be paid by the department.

**ARTICLE 18 - RETIREMENT**

18.1 Retirement – Credit For Prior Public Service

In addition to any other retirement buyback provision authorized by law and applicable rules of the Sonoma County Employees' Retirement Association ("SCERA"), employees who are contributing members of the Sonoma County Employees' Retirement Association can purchase retirement credit for public service time rendered prior to employment with the County of Sonoma to the extent allowed by Government Code Sections 7522.46, 31641.1 and 31641.2 and other provisions of law, during the term of this Memorandum.

18.2 Retirement – Employees Hired On Or Before December 31, 2012 Or Qualified For Pension Reciprocity

This Section 18.2 (including subsections) shall apply to employees hired on or before December 31, 2012, who are or become contributing members of the SCERA, or who

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are hired after that date and qualified for pension reciprocity as stated in Government Code Section 7522.02(c) and any related SCERA reciprocity requirements.

18.2.1 Final Compensation Based On Single Year

For purposes of determining a retirement benefit, final compensation for employees covered by this Section 18.2 shall mean the average annual compensation earnable by the member as specified in Government Code Section 31462.1.

18.2.2 3% @ 60 Pension Formula

The 3.0% at 60 pension formula shall be available to employees covered by this Section 18.2 who are contributing members of the SCERA.

18.2.3 Required Employee Contribution

SCERA members covered by this Section 18.2 will contribute the amount required by SCERA as employee contributions, and shall pay an additional 3.03% of pay, pretax, to their employee retirement account. This 3.03% of pay contribution of the employee's pensionable compensation shall be paid as part of the County's contribution to pay for the unfunded accrued actuarial liability resulting from past service. ~~This additional 3.03% contribution will continue until July 2024.~~ Employees also shall pay a pretax statutory contribution of approximately 1.0% or slightly more, contingent upon age of entry into the retirement system.

18.2.4 Employee Cost Share – 50% of Normal Cost

- a. Effective the first full pay period following July 1, 2016, and subject to Sonoma County Employees Retirement Association (SCERA) Board approval of the cost share arrangement under the terms described herein, active County General legacy members of SCERA will contribute one third of the actuarially determined difference between the average General legacy employee retirement rate (exclusive of the 3.03% payroll contribution toward the UAAL described in section 18.2.3 of the MOU) and one half the total normal cost ("total normal cost" includes both employer and member shares) calculated as an average for General legacy Members of the Sonoma County Employees Retirement Association (SCERA) covered by this Section 18.2 based on rates of all active County General legacy members, with the difference computed to a factor and applied equally to all legacy members. Such legacy employees will receive a lump sum benefit allowance as reimbursement for this pension cost share arrangement each pay period equal to the dollar value of the deduction described in this paragraph, less any required taxes.

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- b. Effective the first full pay period following July 1, 2017, and subject to Sonoma County Employees Retirement Association (SCERA) Board approval of the cost share arrangement under the terms described herein, active County General legacy members of SCERA will contribute an additional one third (for a total of two thirds) of the actuarially determined difference between the average General legacy employee retirement rate (exclusive of the 3.03% payroll contribution toward the UAAL described in section 18.2.3 of the MOU) and one half the total normal cost ("total normal cost" includes both employer and member shares) calculated as an average for General legacy Members of the Sonoma County Employees Retirement Association (SCERA) covered by this Section 18.2 based on rates of all active County General legacy members, with the difference computed to a factor and applied equally to all legacy members. Such legacy employees will receive a lump sum benefit allowance as reimbursement for this pension cost share arrangement each pay period equal to the dollar value of the deduction described in this paragraph, less any required taxes.
- c. The lump sum benefit allowance described in Sections 18.2.4 (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, if SCERA deems the benefit allowance as pensionable compensation, or if the pension reimbursement is determined to be taxable beyond FICA and Medicare taxation, the parties agree that this provision shall cease to be implemented and the parties will reopen this section of the contract to meet and confer on a replacement pension cost share arrangement, subject to mutual agreement of the parties.

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

This Section 18.3 (including subsections) shall apply to employees hired on or after January 1, 2013, who are or become contributing members of the SCERA and who do not qualify for pension reciprocity as stated in Government Code Section 7522.02(c).

18.3.1 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 for SCERA members covered by this Section 18.3, final compensation shall mean the highest average annual pensionable compensation earned during 36 consecutive months of service.

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18.3.2 2% @ 62 Pension Formula

As required by Government Code Section 7522.20, the 2.0% at 62 pension formula shall be available to employees covered by this Section 18.3 who are contributing members of the SCERA.

18.3.3 Required Employee Contributions

As required by Government Code Section 7522.30(c), SCERA members covered by this Section 18.3 shall pay 50% of normal costs. In addition, SCERA members covered by this Section 18.3 shall pay 3.03% of the employee's pensionable compensation toward the County's employer contribution to retirement costs. This additional 3.03% contribution shall continue until July 2024.

**ARTICLE 19 - MISCELLANEOUS PROVISIONS**

19.4 Auto Direct Deposit

The County will make a deposit of the an employee's pay checks directly to their employee's account(s) at their designated participating financial institution(s). ~~bank or credit union accounts.~~ The effective date of the deposit will be one day after the regularly scheduled date of payroll issue. Employees may request a printed paycheck due to hardship or other extenuating circumstances (e.g. identity theft, change in financial institutions, or domestic violence situations, etc.).

Printed pay stubs will not automatically be provided. Pay stub information can be found bi-weekly in the self-service feature of the HRIS system where print and/or save functions are available.

Members who leave County employment for reasons other than retirement will be able to access their on-line paycheck information for a period of two months following their date of separation.

~~19.11 Favored Nations~~

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

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Article 19.11 (New) Retirement Security Labor Management Committee

After the effective date of the parties' successor MOU and during the timeline specified below, the County and the SCDPDAA 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) SCDPDAA members and six (6) management representatives. SCDPDAA 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.

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

19.11~~2~~ Retiree Medical Benefit Changes Reopener

If during the term of this MOU the County extends to any other employee unit, including unit 0049 (Board of Supervisors), unit 0050 (Administrative Management), or 0052 (Department Heads), a change to the retiree health benefit for employees hired prior to January 1, 2009, which was negotiated with the SCLEA bargaining unit in that unit's 2018 labor agreement, the County agrees to reopen this MOU and meet and confer on the subject of retiree medical benefits as applies to SCDPDAA.

**Appendix A  
Salary Tables**

**Unit 0060 - Sonoma County Deputy Public Defender Attorney's Association**  
Effective July 30, 2019 (2.85% COLA)

Job Code #	Job Title	A Step (Hourly)	I Step (Hourly)	Minimum (Monthly)	Maximum (Monthly)
4051	DEPUTY PUBLIC DEFENDER I	\$ 46.26	\$ 56.23	\$ 8,046	\$ 9,780
4052	DEPUTY PUBLIC DEFENDER II	\$ 50.75	\$ 61.69	\$ 8,827	\$ 10,730
4053	DEPUTY PUBLIC DEFENDER III	\$ 58.25	\$ 70.80	\$ 10,131	\$ 12,314
4054	DEPUTY PUBLIC DEFENDER IV	\$ 65.45	\$ 79.56	\$ 11,384	\$ 13,838

**Unit 0060 - Sonoma County Deputy Public Defender Attorney's Association**  
Effective May 19, 2020 (2.85% COLA)

Job Code #	Job Title	A Step (Hourly)	I Step (Hourly)	Minimum (Monthly)	Maximum (Monthly)
4005	DEPUTY DISTRICT ATTORNEY I	\$ 50.05	\$ 60.84	\$ 8,705	\$ 10,582
4010	DEPUTY DISTRICT ATTORNEY II	\$ 54.81	\$ 66.62	\$ 9,533	\$ 11,587
4015	DEPUTY DISTRICT ATTORNEY III	\$ 62.75	\$ 76.27	\$ 10,914	\$ 13,265
4020	DEPUTY DISTRICT ATTORNEY IV	\$ 70.40	\$ 85.58	\$ 12,244	\$ 14,885

**Appendix A-1  
Equity Table**

Job Code #	Job Title	Current A Step Rate*	Market Equity to be Split Between Yr. 1 & Yr. 2	Total Value of Market Equity to be Split Between Yr. 1 & Yr. 2	Yr. 1 - A Step with up to 4% Market Equity Effective 7/16//2019	Yr. 2 - A Step with Remaining Market Equity Effective 5/5/2020	Additional Market Equity to be Split in Yr. 2 & Yr. 3	Total Value of Additional Market Equity to be Split Between Yr. 2 & Yr. 3	Yr. 2 - Value of Additional Market Equity to be Effective 5/5/2020	Yr. 3 - Value of Additional Market Equity to be Effective 5/4/2021
4051	DEPUTY PUBLIC DEFENDER I	\$ 42.35	7.20%	\$ 3.05	\$ 1.69	\$ 1.36	0.40%	\$ 0.17	\$ 0.09	\$ 0.08
4052	DEPUTY PUBLIC DEFENDER II	\$ 46.53	7.20%	\$ 3.35	\$ 1.86	\$ 1.49	0.40%	\$ 0.19	\$ 0.10	\$ 0.09
4053	DEPUTY PUBLIC DEFENDER III	\$ 53.54	7.20%	\$ 3.85	\$ 2.14	\$ 1.71	0.40%	\$ 0.21	\$ 0.11	\$ 0.10
4054	DEPUTY PUBLIC DEFENDER IV	\$ 60.28	7.20%	\$ 4.34	\$ 2.41	\$ 1.93	0.40%	\$ 0.24	\$ 0.12	\$ 0.12

\*The A Step listed in this column includes the first cash allowance roll-in of \$1.15 as listed in 6.1 a.

**SIDE LETTER AGREEMENT BETWEEN  
COUNTY OF SONOMA AND  
SONOMA COUNTY DEPUTY PUBLIC  
DEFENDER ATTORNEYS' ASSOCIATION  
June 12, 2019**

This Side Letter of agreement by and between Sonoma County ("County") and the Deputy Public Defender Attorneys' Association ("Association"), hereinafter collectively called "the parties", confirms that upon the Association's request, the parties will meet and confer regarding the Association's interest in initiating payroll deduction for voluntary Association membership dues. Specific topics of the meet and confer meetings include, but are not limited to, the initial start date of dues deductions and the amount of Association dues to be deducted, including a formula that is administratively feasible for the County.

The Parties agree that before any Association dues can be deducted from employee pay, the Association will need to provide to the County a certified list of active Association members at least 30 days before the first deduction.

This side letter is subject to and will be in effect during the term of the 2019-2023 MOU.

FOR THE COUNTY

Heather R. Co

Date: 6/12/2019

FOR THE ASSOCIATION

[Signature]

Date: 6/12/2019

