

**TENTATIVE AGREEMENT BETWEEN  
COUNTY OF SONOMA AND  
LOCAL 39**

**June 28, 2019**

The following document contains the Tentative Agreement between the County ("County") and the Local 39 ("Union"), hereinafter collectively called "the parties", on wages, hours, and terms and conditions of employment. The salaries, hours, fringe benefits and working conditions set forth have been mutually agreed upon by the designated bargaining representatives of the County and the Union and will apply to all employees covered by the Memorandum of Understanding (MOU) between the County and the Union.

The amended MOU shall supersede the Memorandum of Understanding that expires on July 1, 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 Any outstanding proposals not covered by this Tentative Agreement are hereby withdrawn by the parties.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 UNION

  
\_\_\_\_\_

  
\_\_\_\_\_

Date: 6/28/2019

Date: 6/28/19

Dated Approved:

Date Ratified:

\_\_\_\_\_

\_\_\_\_\_

## ARTICLE 2: DEFINITIONS

~~DOMESTIC PARTNERSHIP:~~ shall exist between two persons, one of whom is an employee of the County, covered by this Memorandum of Understanding, and has a valid Declaration of Domestic Partnership per California Family Code section 297, regardless of their gender and each of them shall be the “domestic partner” of the other if they both complete, sign, and file 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 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.~~

~~Termination: A member of a domestic partnership may provide notice of the end of said relationship by filing a statement with the County. In the statement, the person filing must affirm, under penalty of perjury, that 1) the partnership is terminated and 2) a copy of the termination statement has been mailed to the other partner.~~

~~New Statements of Domestic Partnership: No person who has filed an affidavit of domestic partnership may file another such affidavit until six months after a statement of termination of the previous partnership has been filed with the County. This requirement does not apply if the earlier domestic partnership ended because of the death of either partner.~~

## ARTICLE 4: TERM OF MEMORANDUM

- 4.1 The following items shall constitute the complete and full agreement of the parties concerning wages, hours, and other terms and conditions of employment for employees in the bargaining unit. The term of this Memorandum of Understanding shall be July 2, 201~~98~~ through July 1, 20~~23~~~~19~~; however, the parties agree that all changes from the 201~~86~~-201~~98~~ Memorandum of Understanding contained herein will become effective upon adoption by the Board of Supervisors, unless otherwise specified. This Memorandum will expire and otherwise be fully terminated at 11:59 pm on July 1, 20~~23~~~~19~~
- 4.2 In the event the Union or the County desires to negotiate a successor Memorandum of Understanding, it shall serve on the other party by ~~December~~ January 30, 20~~23~~~~19~~ its



written request to commence negotiations for any successor Memorandum of Understanding.

## **ARTICLE 5: UNION RIGHTS AND BENEFITS**

### **5.7 Classification Study Requests**

In response to a written request from a department head, the Union, or an employee for a reclassification study, the Human Resources Department shall acknowledge receipt of the request within fifteen (15) calendar days. ~~and, if possible, indicate the general priority if known within thirty (30) calendar days of the date the request was received by the Human Resources Department.~~ The Human Resources Department shall provide notification to the requesting party within sixty (60) calendar days of receipt of the request if the request is of acceptedance, rejectedion, or if more information is needed. When accepted, and if possible, Human Resources will indicate the general priority, if known, when notifying the requesting party of acceptance. The Human Resources Director, or designee, will review the status of pending classification study requests with a staff member of the Union upon request, but not more frequently than every three months.

## **ARTICLE 7: SALARIES AND STATUS CHANGES**

### **7.1 Salary**

#### **7.1.1 Adjustments**

##### **a. Salary Increases for Specific Classifications**

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

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

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

##### **b. Cost Of Living Adjustment for All Classifications**

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

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

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

Effective July 13, 2021 and July 12, 2022: For salary increases for years 3 and 4 of the Agreement, the County will increase the A-I Step of each scale in the Salary Table by at least two percent (2%) and not more than four percent (4%). The actual amount of the increase each year within 2% and 4% will be determined by the lesser amount of the two following calculations:

- The San Francisco-Oakland-Hayward All Urban Annual Consumer Price Index (CPI-U) issued by the Bureau of Labor Statistics in January 2021 and January 2022 for the preceding December percentage change from December of the prior year.
- The County's actual annual growth percentage of secured property taxes collected between fiscal years 2018-19 and 2019-20 for year 3 salary adjustment; and between fiscal years 2019-20 and 2020-21 for year 4 salary adjustment, divided by 1.5, respectively.

#### c. County Comparison Agencies

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

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

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

For purposes of understanding market data in applicable classification studies, top-step salary of comparable job classifications within the composite list of eleven agencies will be determined, then the two agencies showing the highest and lowest top-step salary will be removed from the



calculation. At least four match classes must exist in the calculation in order to conclude there is sufficient market data.

#### 7.1.1 Adjustments

d. The parties agree that in preparation for the next contract negotiation only, that a labor management committee (LMC) will meet no later than ~~August 1, 2022~~ ~~February 28, 2019~~ to review comparable agencies, classifications and benchmarks. The County shall update total compensation data with the agreed upon match classifications (if any) as of the date of the Total Compensation Study data used in the original survey the LMC finds not to be current during any of the five (5) committee meetings mentioned below and/or during negotiations. The labor management team shall consist of the following: the bargaining unit team shall include ~~one (1) up to two (2) four (4)~~ employees from the Water Agency, ~~one (1) up to two (2) four (4)~~ employees from the Department of General Services, and one (1) union representative; the County team shall consist of three (3) representatives from the County. The parties agree that the committee will meet no more than ~~four (4)~~ five (5) -times. Nothing in this paragraph precludes the parties from discussing comparable agencies, classifications, and benchmarks during negotiations.

#### 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 scale than the class from which the employee was promoted shall receive the salary step of the appropriate scale that would constitute an increase of salary most closely equivalent to but not less than five percent (5%) of the employee's salary step before promotion, but not less than Step E of the new class nor greater than Step I 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 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 1,040 hours. The effective date of the merit increase shall be in accordance with Section 7.18.

#### 7.16.2 Salary – Upon Reclassification – Higher Salary Scale

Except as otherwise provided herein, whenever a position is reclassified to a class that is allocated to a higher salary scale, the salary of the incumbent shall be increased as provided by Section 7.7 ~~upon promotion~~ Salary Upon Promotion if the incumbent is appointed to fill the position. For positions that are within the purview of the Civil Service Commission, when the Commission approves the reclassification of an incumbent employee to an existing job classification, which is allocated to a higher salary scale, the incumbent shall temporarily receive salary, as provided by the Article – Salary Upon Promotion, beginning the next available pay period after the Commission's approval. The temporary pay will end on the effective date of the action in which the Board of Supervisors adopts the classification recommendation.

## New Subparagraphs

### 7.16.4 Salary – Upon Reclassification – New Job Classification

For reclassifications in which an incumbent employee is recommended by the Human Resources Director to be reclassified to a new job classification, the incumbent employee shall receive a temporary five percent (5%) premium beginning the next available pay period after the County and Local 39 complete the meet and confer process regarding the new specification and the recommendation to reclassify the position. The temporary premium will end on the effective date that the classification recommendation is implemented or denied by the Civil Service Commission or governing body.

For any reclassification to a new job class, the temporary premium does not guarantee a particular salary outcome for the new job classification/the meet and confer process. The official placement of incumbent employee salaries will be pursuant to the Article 7.7 – Salary Upon Promotion or Article 7.16.3 – Salary – Upon Reclassification – Lower Salary Scale.

### 7.16.5 Automatic Salary Increase

Whenever the date of approval for a classification study by the respective governing board is greater than two years from the date Human Resources notified the requesting party of approval to conduct the classification study, and when the final recommendation results in ~~a~~ reclassifying an incumbent(s) to a job classification with a higher salary range, the incumbent shall automatically be entitled to receive a base hourly rate of pay five percent (5%) higher than that to which the employee is entitled under the Article 7.7 – Salary Upon Promotion, but which does not exceed the top salary step of the scale.

## **ARTICLE 8: HOURS OF WORK AND OVERTIME**

### **8.10 Overtime Earned**

~~All overtime, except as provided below, shall be earned at the rate of one and one-half (1.5) hours for each one (1) overtime hour worked.~~

The County shall compensate an employee for overtime at the rate of one and one-half (1.5) times the employee's base hourly rate of pay.

If an employee's regular workday extends beyond 12 hours, the County shall pay the employee double-time, two (2) times the base hourly rate, for the hours worked beyond 12 hours.

### **8.11 Overtime Compensation**

Overtime earned shall be compensated either in cash ~~at one and one-half (1.5) times the employee's base hourly rate~~ or as compensatory time off (CTO) at the appropriate rate as described in Section 8.10 ~~rate of one and one-half (1.5) hours for each hour earned.~~



In the event that the compensation of hours at overtime under Sections 8.1 through 8.11 results in an employee's total regular hours in the pay period, exclusive of overtime, being fewer than the employee's regularly scheduled hours, such overtime hours shall be compensated by separating overtime hours paid at 1.5 times the base hourly rate worked into regular time (paid at the 1.0 times the base hourly rate) and half-time pay (paid at half (0.5) times the base hourly rate), or such double-time overtime hours shall be compensated by separating double-time overtime hours worked into regular time (paid at 1.0 times the base hourly rate) and straight-time overtime one-time pay (paid at 1.0 times an additional one time the base hourly rate), and in accordance with the paragraph above, up to a minimum of the employee's allocated biweekly schedule and a maximum of one hundred and twenty (120) hours biweekly.

## **ARTICLE 9: PREMIUM PAY & OTHER COMPENSATION**

### **9.3 Standby**

An employee who is released from duty and assigned by the County to be on standby, shall be eligible for standby premium pay. Standby duty assignment requires that an employee designated by the County, be ready to respond immediately, be reachable by telephone, be able to report to work within a specified period of time, and refrain from activities which might impair the employee's ability to perform assigned duties. Employees assigned to standby shall be compensated at the rate of \$4.50 five dollars and thirtyfive cents (\$5.30\$5.50) per hour for every hour assigned to standby with a minimum eight (8) hour standby assignment. Standby time is not to be construed as work time. In no case shall an employee continue to receive standby pay once called back to work, or while guaranteed call back minimum is paid. The County shall not pay an employee for call back pay, standby pay, and phone work pay during the same period of time.

### **New Sections**

#### **9.13~~xx~~ Premium Pay for Assignment to Detention Facilities**

When an employee is assigned to work for an entire pay period in one of the following detention facilities: Main Adult Detention, North County Detention, and Juvenile Hall, Probation Youth Camp, Sierra Youth Center, the County shall pay a 5.0% premium pay above the employee's base hourly rate for all hours actually worked.

9.xx Assignment To Crisis Stabilization Unit (CSU)

~~When an employee is assigned to the Crisis Stabilization Unit, the County shall pay a 5.0% premium pay above the employee's base hourly rate for all hours actually worked.~~

**ARTICLE 10: HOLIDAYS**

~~10.2 Elimination Of Floating Holidays And Holiday Eve Hours~~

~~The entitlement to and accrual of floating holiday and holiday eve hours is eliminated effective June 30, 2013. Hours accrued prior to the elimination of floating holiday hours and holiday eve hours will remain in the Compensatory Bank, and may be taken as time off on a day mutually agreeable to the employee and the Department Head and may not be cashed out. Only an employee who is separated from County service shall be entitled to payment for any remaining hours with the Compensatory Bank at the employee's base hourly rate at the time of the employee's separation.~~

10.4 Holidays – Compensation Full-Time Employees

All ~~other~~ full-time employees whose regular assigned work schedule includes the date-specific holiday or the observed holiday shall receive their regular eight (8) hours pay at their base hourly rate of pay. The County shall pay an employee who actually works on either the date-specific holiday or the County observed holiday listed in Section 10.1 at the overtime rate. The County shall compensate an employee who works on both the date-specific holiday and the County observed holiday listed in Section 10.1 at the overtime rate for one holiday and at straight time based on the employee's base hourly rate of pay for the other holiday. Unless required by law, only one day shall be paid at the overtime rate of pay.

10.4.1 A full-time employee whose assigned work schedule does not include the date-specific holiday or the observed holiday shall either:

- 1) Observe the holiday (and not work) on one or more of the employee's regularly scheduled work days during the same pay period as the County observed Holiday. This time can be taken in increments of one (1) hour or more up to the total holiday benefit of eight (8) hours per holiday, at the employee's request with supervisor's approval or;
- 2) ~~elect to r~~Receive eight (8) hours of paid holiday or up to eight (8) hours of compensatory time in accordance shall observe the holiday (and not work) on one of the employee's regularly scheduled work days during the same pay period as the County observed holiday or during the pay period immediately preceding or following the same pay period as the County observed holiday with Section 8.12 Compensatory Time Off (CTO) Accrual or;
- 3) Receive eight (8) hours of holiday benefit paid at their base hourly rate, only if the



employee's compensatory time bank is at its max. Receipt of eight (8) hours of holiday benefit pay will not increase paid status hours for the purposes of cash allowance, premiums, overtime in Article 8 Hours of Work and Overtime.

#### 10.7 Floating Holiday

Each bargaining unit member will be granted eight floating holiday hours each calendar year, provided the employee is in paid status on the employee's regularly scheduled workdays before and after the floating holiday. The timing of the employee's use of the floating holiday shall be subject to advance approval of the Department Head or his designee. The floating holiday hours ~~must~~ be taken by the last full pay period paid in the calendar year and at any time during the calendar year, but may not be carried over into the next calendar year. Further, there will be no cash out of floating holiday hours. Floating holiday hours must be taken in no less than 1/10 of an hour increments.

### ARTICLE 13: WORK CLOTHES

#### 13.3 Safety Boots/Shoes

In its sole discretion, the County shall determine the protective safety boots/shoes required by County regulations, CAL OSHA, State, or Federal regulations/law for the assigned tasks. In its sole discretion, the County shall determine which classifications shall wear safety boots/shoes as a condition of employment.

Each employee shall maintain for use at work two (2) pair of safety shoes or boots as determined to be needed and approved by the employee's department head. ESD shoes or boots will be included on the safety shoes eligibility list at the manager's discretion for employees who work with electricity. The County will supplement the cost of each pair of the safety shoes or boots and approved accessories including the cost of re-soling said safety shoes or boots through the use of vouchers worth ~~\$200~~~~\$250~~\$225/pair. A newly hired employee will receive a voucher good for one (1) pair of safety shoes or boots and approved accessories at the beginning of the employee's probationary period and the second voucher when the employee obtains permanent status. Whenever a pair of an employee's supplemented safety shoes or boots are not serviceable and repairable because of wear or damage, the employee will receive a new voucher to use to replace the unserviceable pair.

## ARTICLE 14: STAFF DEVELOPMENT

### 14.1 Staff Development

The County and the Union agree that the County retains full authority to determine training needs, resources that can be made available, and the method of payment for training authorized by the County. Nothing in this section shall preclude the right of an employee to request specific training.

### 14.2 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 Administrative Program Document.

All policies governing the program including any category of items and services eligible for the Staff Development and Wellness Benefit Reimbursement Program will be documented in a manual and posted on a County website available to employees.

The County shall provide the Union with a minimum of 30 days' notice prior to any change to the Staff Development and Wellness Benefit Allowance Program.

#### 14.2.1 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:

	Full-Time	Part-Time
Annual Staff Development/Wellness Benefit Allowance	<del>\$500</del> <u>\$550</u> <del>\$565</del>	<del>\$250</del> <u>\$275</u> <del>\$285</del>
Annual Staff Development/Wellness Benefit and Tool Allowance For JC's Specified in Sec. 14.2.2 Who Provide Their Own Tools	<del>\$550</del> <u>\$900</u> <del>\$615</del>	<del>\$275</del> <u>\$450</u> <del>\$310</del>

Total funds per fiscal year can be used for Staff Development and/or Wellness expenditures and/or if eligible, Tool Allowance. The Staff Development funds may be used towards reimbursement for the purchase of computer hardware and mobile devices as defined in the County's Staff Development Benefit Allowance Program Administrative Manual. Funds may not be carried over into the next fiscal year. Use of Staff Development/Wellness Benefit and/or, if eligible, Tool Allowance funds subject to approval and provisions of the Staff



Development Administrative Manual and non-job related expenses may be taxable pursuant to the Internal Revenue Code.

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

~~Fiscal Year 15/16 carryover funds remaining as of July 19, 2016 may only be used for approved non-taxable Staff Development as described in County's Staff Development Benefit Allowance Administrative Program Document. Fiscal Year 15/16 carryover fund purchases must be made and submitted by December 31, 2016. Any Fiscal 15/16 carryover funds remaining as of January 1, 2017 will be forfeited.~~

#### 14.2.2 Tool Allowance/Staff Development and Wellness Allowance

Full time employees who are required to provide their own personal tools to perform mechanic work may receive up to ~~\$550.00~~ \$900.615 of Tool Allowance and Staff Development/Wellness Allowance. Part-time employees may receive up to ~~\$275.00~~ \$450.310 of Tool Allowance/Staff Development and Wellness Benefit Allowance provided in this section.

The following employees are required to provide their own tools and are eligible for Tool Allowance/Staff Development and Wellness Benefit Allowance: employees assigned to Fleet Operations, Sonoma County Fair and Exposition, Inc. or Water Agency as an Automotive Mechanic, Automotive Technician, Heavy Equipment Mechanic, Lead Automotive Technician, Senior Heavy Equipment Mechanic, or Welder.

Employees who receive a Tool Allowance/Staff Development and Wellness Benefit Allowance may use their allowance to purchase/replace tools or for any approved Staff Development reason; however, ~~\$550.00~~ \$900.615/~~\$275.00~~ \$450.310 shall be the maximum amount available for any combination of tool purchase/replacement and Staff Development/Wellness Benefit.

#### 14.2.3 ~~Staff Development Benefit~~ — Computer Hardware and Mobile Devices

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

~~(or senior manager designee) authorization in order to qualify for reimbursement. Department head authorization for the use of this benefit towards reimbursement for computer hardware and mobile devices must be outlined and approved in the employee's annual Professional Development Plan or proposal and will be considered together with other staff development training and educational priorities required by the department head. Taxability of this benefit allowance is strictly administered under the provisions of the Internal Revenue Code, as outlined in the County's Staff Development Benefit Allowance Program Administrative Manual.~~

~~No employee shall work overtime by using the computer hardware or mobile device before or after regular scheduled work time or on non-work days unless the work is authorized as described in Section 8.10 (Overtime Required and Authorized) of this MOU by the employee's designated supervisor.~~

#### 14.3 Staff Development – Continuing Education Courses

Employees in allocated positions are eligible for Continuing Education Courses. Those courses taken on County time must be directly related to an employee's present position, or career advancement within the present department, and be approved by the County. When a Continuing Education Course that is directly related to the employee's present position or career advancement within the employee's present department is offered during an employee's normal work schedule, the County may approve Continuing Education leave for the employee. Approval of one course in a series does not automatically constitute approval for the entire series unless specifically authorized by the County. Continuing Education leave shall be considered as time worked.

#### 14.4 Staff Development – In-service Training

Departments shall seek the prior advice and suggestions of employees on what training, special projects or equipment the department should spend its annual in-service training funds which may be available for covered employees in accordance with departmental policy and available funds. When a department purchases new equipment that will be used and maintained by employees, the department will make reasonable effort to provide appropriate training, or to obtain appropriate training with the purchase of the new equipment, for employees who will be expected to operate and/or maintain the equipment. In-service training courses to be attended by an employee shall have a direct bearing on the work of the employee. Approval for training will be at the discretion of the department head. In-service training for all employees shall be made available in accordance with departmental policy and available funds and be consistent.

#### 14.5 Staff Development – Non-Grievable

Article 14 of this MOU shall not be grievable or appealable under any County policy, resolution, rule or contract provision.

### **ARTICLE 15: HEALTH AND WELFARE BENEFITS FOR ACTIVE EMPLOYEES**



## 15.1 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 Section 15.2.6 (Part-Time Employees – Health Benefits) regarding plans offered and pro-ration of benefits for part-time employees).
- Eligible employees may enroll eligible dependents. An eligible dependent is (as defined in each plan document/summary plan description):
  - Either the employee's spouse or domestic partner; and/or
  - A child based on your plan's age limits up to age 26 or a disabled dependent child regardless of age.

An eligible employee is allowed only to enroll either as a single subscriber in a County offered medical, dental, vision plan, and/or dependent life insurance, or as the dependent spouse/domestic partner of another eligible County employee/retiree, but not both.

If an employee is also eligible to cover their dependent child/children, each child will be allowed to enroll as a dependent on only one employee or retirees' plan (i.e., an employee and his or her dependents cannot be covered by more than one County offered health plan).

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

Election to enroll in a County offered health plan ~~will take place~~ is required within the first 31 days following date of hire to permanently allocated position of .40 FTE or greater or it will be made during an annual ~~open~~-enrollment period. Enrollment in vision and basic life insurance is automatic. Mid-year enrollment can only be permitted as allowed by IRS 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 July 19, 2016 for coverage beginning August 1, 2016, The~~ health plan coverage will be paid on a semi-monthly basis (24 payments per year).

#### 15.2.1 County Offered Medical Plan(s)

**ARTICLE 1:**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.

**ARTICLE 2:**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.

#### 15.2.2 County Contribution Toward Active Employee Medical Benefits

~~Effective the pay period beginning May 22, 2018, with the intent to have premiums paid in the pay period(s) required for coverage to be effective June 1, 2018, t~~The County shall contribute up to a maximum of the following amounts based on the level of coverage for employees enrolled in County-offered medical coverage for any eligible full-time regular employee and their eligible dependent(s).

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

#### County Contribution - Plan Year 2019-2020

~~Effective the pay period beginning July 30, 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).~~

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)

#### 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).~~

Employee only	\$742 per month (\$371 semi-monthly)
Employee plus one	\$1,484 per month (\$742 semi-monthly)



Family \$2,100 per month (\$1,050 semi-monthly)

County Contribution – Plan Year 2021-2022

Effective the pay period beginning May 18, 2021, the County 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>
<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 15.2.6 (Part-Time Employees – Health Benefits).

15.2.3 Dental Benefits

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

The employee contribution shall be \$13.04 semi-monthly (\$26.08 per month). ~~The semi-monthly deduction is effective the pay period beginning July 19, 2016 for coverage beginning August 1, 2016.~~

Effective June 1, 2018 ~~and continuing beyond the term of this MOU, unless and until otherwise changed by agreement by the County and Local 39,~~ the employee contribution shall be suspended, resuming June 1, 2020.

The County shall contribute to part-time eligible employees on a pro-rated basis, in accordance with Section 15.2.6 (Part-Time Employees – Health Benefits).

#### 15.2.4 Vision Benefits

The County offers vision benefits to full-time active employees and their eligible dependent(s) with no employee contribution. A computer vision care plan is included for the employee only.

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 15.2.6 (Part-Time Employees – Health Benefits).

#### 15.2.5 Life Insurance

##### Basic Life:

The County shall offer a basic term-life insurance plan ~~in the amount of \$20,000~~ for an allocated full-time equivalent position of sixty (60) hours or more (0.75 FTE or more) with no employee contribution. ~~Enrollment in basic life insurance is automatic, based on eligibility.~~

~~Effective August 1, 2016, t~~The life insurance coverage amount for employees will be in an amount equal to one (1) times their annual base salary. Enrollment in basic life insurance is automatic, based on eligibility.

##### Dependent Life:

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

##### Supplemental Life:

Eligible employees may purchase additional life insurance for themselves at their own expense upon initial eligibility or during the ~~annual~~-enrollment periods specified in Section 15.2 (Enrollment in County Offered Health (Medical, Dental, Vision, Life Insurance) Plans). ~~The e~~Employees may purchase supplemental coverage in increments of \$10,000 not to exceed the maximum of \$500,000 which includes the County paid basic term life insurance plan and additional life insurance coverage purchased by the employee, in accordance with the insurance carrier's policy. ~~one times (1X) to four times (4X) the 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 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 the employee moves to the higher age bracket.

~~Effective August 1, 2016, the employee may purchase supplemental coverage in increments of \$10,000 not to exceed the maximum of \$500,000 which includes the County paid basic term life insurance plan and additional life insurance coverage purchased by the employee, in accordance with the insurance carrier's policy.~~

#### 15.2.6 Part-Time Employees – 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 pay status hours in the pay period, excluding overtime and including periods of qualified FMLA and CFRA leaves without pay.

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

~~Effective the pay period beginning on July 19, 2016, the County shall cease contribution to the HRA account described in this section. Effective the pay period beginning July 19, 2016, the County will instead convert such HRA contribution into medical insurance premiums as described in 15.2.2.~~

~~Between July 1, 2016 and July 18, 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 15. 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 15.2.6.~~

#### ~~Effective 6/9/2015 – 7/18/2016~~

	<del>Per Paid Status Hour</del>	<del>Monthly Equivalent</del>
<del>EE only</del>	<del>\$0.29</del>	<del>\$50.00</del>
<del>EE +1</del>	<del>\$0.94</del>	<del>\$164.25</del>
<del>EE + 2</del>	<del>\$2.30</del>	<del>\$400.00</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 August 1, 2016, 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 16. ~~Health benefits in this Article 15 are available only to active employees. When this MOU ends on July 1, 2018, the parties agree that the health benefits in this Article 15 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 contributions 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.

### 15.3 Employee Assistance Program

The County ~~shall continue the current level of benefits under the~~ provides an Employee Assistance Program for all employees represented under this MOU ~~for the term of this Memorandum at no cost to the employee.~~

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

### 15.4 Long-Term Disability

The County shall provide and pay the premium for a Long-Term Disability (LTD) benefit as described in the applicable ~~plan document~~ policy certificate to all full and part-time employees (0.4 FTE minimum) who meet the eligibility requirements. Enrollment in the Long-Term Disability benefit is automatic.

The 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 60th day of disability is not eligible to receive any LTD benefits until the employee stops using paid leave. LTD benefits cannot be supplemented with any paid leave. LTD benefits will be offset by any applicable income, such as, short-term disability benefits, retirement benefits, Social Security and Social Security Disability benefits.

#### 15.4.1 Long-Term Disability – Claim Disputes

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.



## 15.5 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 and may not be the subject of a grievance through this Memorandum.

### 15.5.1 Workers' Compensation Temporary Disability – Supplementing with Paid Leave

An employee not entitled to the benefits of Labor Code Section 4850 who is absent from work by reasons of industrial injury compensable by temporary disability, shall supplement such compensation with enough paid leaves to increase his/her gross earnings to equal his/her regular biweekly base salary as follows:

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

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

## 15.6 Medical/Dental/Vision 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 pay status to less than fifty percent (50%) of the employee's FTE in a pay period, the County will cease to pay its normal benefit contributions. The employee must pay the total benefit premiums if the employee desires to continue any coverage. If an employee is on an unpaid absence or goes on leave without pay, either of which reduces the employee's time in pay status to no less than fifty percent (50%) of the employee's FTE in a pay period, the County will continue to pay its normal benefit contributions.

## 15.7 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 continued coverage through COBRA Continuation of Coverage and is responsible for making a timely election and paying the COBRA premiums by the due date. Prior to the exhaustion of the thirteen (13) pay periods the County will provide reasonable notice

of the employee's obligations regarding the opportunity to continue employee-paid benefits.

An employee who returns to work from medical or pregnancy disability leave without pay prior to the exhaustion of the 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 Section 15.7(Medical/Pregnancy Disability Leave).

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 pay status hours fall below fifty percent (50%) of the allocated full-time equivalent. The County's thirteen (13) pay period leave without pay benefit entitlement shall run concurrent with FMLA/CFRA/CPDL.

The employee's entitlement under COBRA law begins when the employee is no longer eligible for a County contribution toward medical benefits. When the employee returns to 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 Benefits Enrollment/Change form is received by Human Resources Benefits Unit within 31-days of the return from leave.

#### 15.8 Continuation Of Health Benefits Coverage

An employee who is entitled to continued benefit coverage as specified in Section 15.6 (Health Benefits During Leaves of Absence - Non-Medical Leaves Without Pay) and Section 15.7 (Medical/ Pregnancy Disability Leave) above, must notify the ACTTC no later than five (5) County business days after the first day of the leave of absence, of the employee's intent to continue insurance coverage. A request for Leave of Absence (without pay) form signed by the employee and his/her Department shall be forwarded to the ACTTC's office when leave is authorized.

To assure continued insurance coverage, premiums shall be paid by the employee to the ACTTC's Office no later than the last day of the pay period or the date specified in the notice. If the employee fails to pay the premium by the due date, 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 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 first of the month following return to pay status once a completed and signed Employee Benefit Enrollment/Change form is received by Human Resources Benefits Unit within 31-days of the return from leave.



15.9 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 15.2.6 (Part-Time Employees-Health Benefits). For pay periods with no pay status hours, pro-ration shall be based on the employee's FTE.

15.10 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.

15.11 Salary Enhancement Plans

IRS Section 414(h)(2)

All employees who belong to the ~~retirement system~~ Sonoma County Employees' Retirement 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 Care 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 the above plans will be administered by the County in accordance with applicable Federal and State laws as amended and, as such, will not be grievable or arbitrable.

15.12 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 various 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.

#### ~~15.13 Affordable Care Act Reopener~~

~~The parties agree to reopen article 15, entitled "Health and Welfare Benefits for Active Employees", to meet and confer over any changes or impacts to the County's obligations under Article 15, presented by implementation of the Affordable Care Act (ACA).~~

### **ARTICLE 16: MEDICAL BENEFITS FOR FUTURE RETIREES**

#### **16.1 Retiree Medical Coverage**

An eligible retiree and eligible dependent(s) (as defined below), may be enrolled in a County offered medical plan, but is allowed only to enroll either as a subscriber in a County offered medical plan or, as ~~the dependent spouse/domestic partner~~ an eligible dependent 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 (1) employee or retirees' plan (i.e., a retiree and his or her dependents cannot be covered by more than one (1) County-offered health plan).

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

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

#### **16.2 County Contribution Toward Retiree Medical Plans – Employees Hired Before January 1, 2009 and Retire on or After July 1, 2016**

A. Eligibility: In order to be eligible for this benefit, the retiree must have:

- 1) Completed at least ten (10) years of consecutive regular full-time paid County of Sonoma service employment. The equivalent worked or purchased regular part-time County service time can be counted toward the ten (10) years. However, any miscellaneous purchased service time such as extra-help, contract, and leave of absence service time does not count toward this eligibility requirement, and
- 2) Have been a contributing member of the Sonoma County Employees' Retirement Association (SCERA) for the same time period, and



- 3) Retire directly from Sonoma County service.
- 4) Current retirees receiving a County contribution for retiree medical based on eligibility at the time of their retirement who do not meet the 10 year requirement as listed above are grandfathered in at the eligibility at the time of their retirement.
- 5) Laid-Off & Restored Employees. Employees who were employed by the County prior to January 1, 2009, but who were laid off thereafter shall be eligible for the benefits described in this Article 16.2 provided that they are subsequently restored to County employment, pursuant to Civil Service Rule 11.4, rejoin the County retirement system, and are otherwise eligible for retiree medical benefits under this section. The break in service caused by the layoff shall be bridged upon restoration such that, although no service time is earned during the break, consecutive service is restored for eligibility for this benefit. To the extent allowed by law they shall not be eligible for the benefits described in Article 16.3 (County Contribution toward Retiree Medical Plans – Employees Hired On or After January 1, 2009 – Effective January 1, 2009).

**B. County Contribution:**

The County will contribute toward the cost of County offered medical plans of any eligible retiree, whether or not the retiree covers eligible dependents, an amount not less than five hundred dollars (\$500.00) a month. The retiree is responsible for all costs (including premiums) that exceed the County's contribution.

**C. Additional Dependents:**

Retirees eligible under this section, may enroll eligible dependent(s) in the County offered medical plan elected by the retiree but the retiree is responsible for all premium costs in excess of the County's contribution.

**16.3 Retiree Health Reimbursement Accounts (HRA) County Contribution Toward Retiree Medical Plans – Employees Hired On Or After January 1, 2009**

For employees hired on or after January 1, 2009, the County shall contribute to a Defined Contribution retiree medical benefit plan for each eligible employee in the form of a deposit into a Health Reimbursement Arrangement (HRA) account, as described below. Any eligible retiree and eligible dependent(s), as defined below, may enroll in a County offered medical plan, but the retiree is responsible for all costs (including County offered retiree medical plan and Medicare Part B premiums).

**A. Eligibility**

- 1) An employee must have been a contributing member (or a contribution was made on their behalf) of the Sonoma County Employees' Retirement Association (SCERA) for the eligibility period described below.

- 2) Regular full-time employees and part-time employees in an allocated position of 0.5 full-time equivalent or greater, hired on or after January 1, 2009 are eligible to receive a County HRA contribution, if they have completed two (2) full years of consecutive Sonoma County regular service (excluding overtime) in paid status.
- 3) If an employee separates employment before meeting the eligibility requirement, the employee shall receive no benefit.
- 4) Laid-Off & Restored Employees. Employees who were employed by the County on or after January 1, 2009, but who were laid off thereafter shall be eligible for the benefit described in this Article 16.3 provided that they are subsequently restored to County employment, pursuant to Civil Service Rule 11.4, rejoin the County retirement system, and are otherwise eligible for retiree medical benefits under this section. The break in service caused by the layoff shall be bridged upon restoration such that, although no service time is earned during the break, consecutive service is restored for eligibility for this benefit.

**B. County Contribution**

1) Initial County Contribution:

- a. On the first pay date following completion of the eligibility requirements, regular full-time employees shall receive a lump sum contribution of \$2,400 deposited into an HRA account established in their name. Thereafter, contributions will be made each pay period based on the actual hours worked during that pay period.
- b. The lump sum contribution amount for regular part-time employees shall be pro-rated based on their allocated position at the time of initial eligibility only (e.g., a regular employee in a 0.5 full-time equivalent allocated position will receive a lump sum contribution of \$1,200 deposited into their HRA account).

2) Regular County Contribution:

After the initial contribution (defined above) is made, the County shall contribute \$0.58 per paid status hour (no more than eighty (80) hours biweekly), not including overtime, for each eligible employee. For a full time employee, this equates to approximately \$100 per month or \$1,200 per year, after the initial eligibility period is met.

3) Access To Account Balance:

- a. Participants may access the balance in their Retiree HRA account upon termination of employment and attainment of age 50, or upon retirement from the Sonoma County Retirement System, whichever is earlier.
- b. Participants may defer accessing the account balance to any time beyond the earliest date described in (a).



- c. Amounts that remain in the account balance are available to reimburse the participant for the same permitted medical expenses for the spouse and any other dependent covered under the retiree medical plan, however, federal regulations do not permit the inclusion of expenses for domestic partners.

4) Survivors Of Eligible Retirees With Account Balances:

- a. Spouses and eligible dependent children or dependent adults that are disabled may continue to access account balances after the death of the retiree.
- b. Domestic partners are not permitted access to the account balances of the participant by virtue of restrictions in the federal regulations that govern these types of accounts.

5) Forfeiture Of Account Balance:

- a. If an active employee dies prior to retirement, the amount of account balance is available to participating spouses and dependents to reimburse them for medical expenses permitted under the relevant section of the Internal Revenue Code.
- b. Account balances in part or in total for active participants or retirees without any eligible spouse or dependent or unused account balances after the death of the last eligible spouse or dependent will be forfeited and returned to all other active and retired participants in the form of a dividend allocated in direct proportion to the amount to be distributed divided by the total account balance for all participants applied to each individual account balance. These distributions will occur within 120 days after the annual certified audit of the plan is submitted to the administrator and the County.

This benefit will be subject to regulation under section 105(b) of the Internal Revenue Code and subject to revenue rulings for these types of plans as promulgated.

16.4 Surviving Dependent – County Contribution For Employees Hired Before January 1, 2009

Upon the death of a retiree enrolled in a County offered retiree medical plan, the County will continue to pay the County's contribution toward the medical plan premium costs as follows:

One eligible surviving dependent will be allowed to continue their coverage if the surviving dependent meets each of the following criteria:

- 1. Has been an eligible dependent of a retiree who was eligible to receive a contribution toward a County offered retiree medical plan under Section 16.2 prior to the death of the retiree, and
- 2. Either be enrolled or have waived coverage at the time of the retiree's death.

Any additional surviving eligible dependent(s) enrolled under the retiree's medical plan at the time of the retiree's death, may continue participation in the County offered medical plan but will be responsible for all premium costs in excess of the County contribution.

16.5 Surviving Dependents – County Contribution For Employees Hired On Or After January 1, 2009

Upon the death of a retiree enrolled in the Defined Contribution retiree medical benefit plan (as defined in Section 16.3), eligible surviving dependents may continue participation in the County offered medical plan but remain responsible for all costs (including premiums).

To be eligible, a surviving dependent must either be enrolled or have a waiver on file with the County, at the time of the retiree's death.

This benefit will be subject to regulation under section 105(b) of the Internal Revenue Code and subject to revenue rulings for these types of plans as promulgated.

16.6 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, the County agrees to reopen this MOU and meet and confer on the subject of retiree medical benefits as applies to Local 39.

## ARTICLE 17: LEAVES OF ABSENCE

17.3 Vacation Accrual Rates

Each 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 pay status excluding overtime, up to eighty (80) hours. Rates shown below will be adjusted to reflect any unpaid time in each pay period.

YEARS OF COMPLETED FULL-TIME SERVICE	IN-SERVICE HOURS OF COMPLETED SERVICE	RATE FOR 80 IN- SERVICE HOURS PER PAY PERIOD	MAXIMUM ACCUMULATED HOURS
0 through 5 years	0 to 10,434	<del>4.83</del> 4.94	280
5 through 10 years	10,435 to 20,870	<del>5.14</del> 5.25	280



10 through 15 years	20,871 to 31,305	<del>6.376.48</del>	280
15 through 20 years	31,306 to 41,741	<del>6.987.09</del>	280
20 through 25 years	41,742 to 52,177	<del>7.597.70</del>	280
25 or greater years	52,178 or more	<del>7.908.01</del>	280

#### 17.6 Vacation Savings Plan and Payment for Unused Vacation

Under Vacation Savings Plan (VSP), each eligible (permanent or probationary) full-time employee may elect to set aside up to twenty (20) hours of base rate pay each plan year during years 3 through 5 (4,174 to 10,434 service hours) of permanent, probationary, or unclassified employment. Part-time employees will be eligible to set aside hours on a pro-rata basis, based on their allocated FTE (full time equivalent) position.

Employees enroll during an annual open enrollment period in October/November for the subsequent plan year. The plan year runs from January 1 – December 31. Eligibility to enroll, for full-time and part-time employees, ~~will begin when, as of the start of open enrollment, the employee reaches 4,174 service hours. Eligibility to enroll ends upon completion of 10,434 in-service hours as of the start of open enrollment is based on the number of service hours earned as of the pay period immediately preceding the start of open enrollment. Employees who have completed 4,174 and have not exceeded 10,434 service hours as of the pay period immediately preceding the start of open enrollment will be eligible to enroll in the benefit.~~

Employees new to this MOU who have between 4,174 and 10,434 in-service hours may enroll within their first 60 days for the current plan year. Information on the plan will be provided by the payroll clerk. Deductions for current plan year enrollments must be completed by the end of the final pay period in December of the current plan year. ~~Failure to submit an Opt Out form does not extend employee entitlement to the special enrollment.~~

Regular annual enrollments for employees who have reached 4,174 hours by the pay period end immediately preceding the beginning of annual enrollment but have not exceeded 10,434 hours will complete their election through the County's self-service program or paper enrollment form during the open enrollment period. Employees indicate the number of hours (up to 20) to purchase, and the number of pay periods over which the deductions will occur beginning on the first pay period of the new plan year. Deductions for regular and special enrollments will be in equal amounts over the number of pay periods selected at the base hourly rate of pay at the time of the first deduction. Deductions must be completed by the end of the final pay period in December. Employees may submit one enrollment per plan year. Elections must be in whole hour increments.

At the end of the plan year, up to 20 hours may roll forward to the subsequent plan year until the last pay period in April. Any unused hours from the prior year on

account at the end of the last pay period date in April will be paid back to the employee in May.

Time may be used in one-tenth hour increments. The dollar value and hours available in the VSP bank will appear on the employee's paystub, the County's self-service program, and Timesaver.

Deductions are made on an after-tax basis. If there are insufficient funds to cover the deduction, the deduction will not be taken and the amount will automatically recalculate the deduction amount to the remaining elected pay periods in the plan year.

Employees may cancel participation in the program by notifying the Auditor Payroll Division in writing by completing a Vacation Savings Plan Enrollment/Declination/Cancellation/Opt-Out Form. The employee designates whether the amount accrued to date will be paid out to the employee or will carry forward under the plan provisions. Balances being paid back to the employee will be paid off as soon as administratively feasible.

In the event the employee separates from County employment or has a change in eligibility status for the plan, unused VSP will be paid to the employee as soon as administratively feasible. Reaching 10,434 hours during the plan year is not considered a "change in status" under this provision.

Use of VSP hours are subject to the following guidelines:

- ~~a) VSP hours shall be used before other accrued leave except for sick leave or mandated time off under an Unpaid Furlough, Mandatory Time Off, or similar program.~~
- ~~b) a)~~ Use of VSP hours is subject to the same provisions in Section 17.5, Vacation – Schedules, and require the same pre-approval process as accrued vacation hours.
- ~~e) b)~~ When paid, VSP hours are not taxed and are paid at the same hourly rate of pay as they were deducted.
- ~~d) c)~~ If the value in the VSP bank is not sufficient to cover the employee's payroll deductions, the employee must arrange for payment with Auditor Payroll.
- ~~e) d)~~ VSP hours will count toward seniority and merit, and will be considered "paid status" for the purposes of health benefits, vacation and sick leave accrual, and holiday pay only.
- ~~f) e)~~ VSP hours will not be credited to retirement service hours, or be included in retirement final annual salary calculation.
- ~~g) f)~~ VSP hours will not be considered paid status hours for shift pay, premium pay, or cash allowance.
- ~~h) g)~~ VSP hours must be depleted prior to receiving Catastrophic Leave or Disaster Leave; Short Term Disability plans may also require depletion of leave, if applicable.
- ~~i) h)~~ VSP hours may be used in conjunction with Workers' Compensation benefits in the same manner as accrued leave.



- j)i) VSP hours may not be used to extend a date of separation from County employment.

17.6.1 Implementation of Accruals and Vacation Savings Plan

- a. Special Open Enrollment for 2018 Plan Year: After adoption, and as soon as administratively feasible (approximately September), the County will provide a special open enrollment for the current plan year ("stub" year), where employees may elect to set aside up to twenty (20) hours of base rate pay. Employees are eligible to participate in the stub year enrollment if they have at least 4,174 in-service hours as of the beginning of the enrollment period in 2018, and had not yet reached 10,434 hours as of October 10, 2017.
- b.a. Open Enrollment for 2019 Plan Year: In addition to the annual 20 hours available under the Vacation Savings Plan, employees have the option to set aside up to forty (40) additional "catch-up" hours of base rate pay for the 2019 enrollment only. All hours are subject to the same provisions of the Vacation Savings Plan. Employees are eligible for the 2019 enrollment if they have at least 4,174 in-service hours as of the beginning of the enrollment period in 2018, and had not yet reached 10,434 hours as of October 10, 2017. Eligibility for all subsequent enrollments will be as provided under Article 17.6 Vacation Savings Plan.

17.6.21 Vacation – Payment for Unused Vacation

Each employee who is separated from the County service shall be entitled to payment for all 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 termination.

17.24 Leaves – Time Off For Donating Blood

If an employee does not have sufficient time outside of working hours to donate blood or plasma, subject to department operational needs, the employee may without loss of pay take off up to ~~one (1) hour~~ two (2) hours of working time ~~twice~~ four (4) times per ~~a~~ year for the purpose of donating blood. The employee shall give the employee's supervisor at least five (5) working day's notice that time off for donating blood is desired, in accordance with provisions of this Section (17.24).

**ARTICLE 18: COMPENSATION BENEFITS**

18.1 Mileage Reimbursement

An employee who is authorized to use a motor vehicle for travel required in the performance of County work shall be reimbursed at the current applicable federal 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.

## 18.2 Deferred Compensation

### 18.2.1 Deferred Compensation – Voluntary

The County agrees to maintain the current deferred compensation plan for bargaining unit members eligible under Federal law and the rules of the deferred compensation plan. Nothing herein renders County liable to the Union or any employee for a discontinuance of Internal Revenue Service or Franchise Tax Board approval of any County deferred compensation plan or portion thereof. The County and the Union agree to meet upon request of either party during the term of this Memorandum to consider the development of additional mutually agreeable deferred compensation investment options.

### 18.2.2 Deferred Compensation – County Paid Program

~~Effective the first full pay period following Board of Supervisors adoption of a successor MOU, t~~The County shall deposit .25% of the biweekly base salary of each employee of this bargaining unit into the County-provided 457 unless regulations prevent contributions, then contribution will be made to 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 18.2.2 shall not be included in the calculations of retirement benefits.

~~The County will establish a County paid 457 Deferred Compensation Plan for bargaining unit members eligible under federal law and plan rules.~~

### 18.2.3 Deferred Compensation – Employee Appeal

Employees may appeal to the Deferred Compensation Advisory Committee should they have a complaint regarding the administration of the program.

### 18.2.4 Deferred Compensation – Non-Grievability

The only deferred compensation issue that is grievable or arbitrable is whether the County has made its contribution.

### 18.2.5 Deferred Compensation – Program Modification

Nothing herein renders the County liable to the Union or any employee for a discontinuance of Internal Revenue Service or Franchise Tax Board approval of



any County deferred compensation plan or portion thereof, or the employee becoming ineligible by law or the rules of the plan, to participate in the deferred compensation program(s).

## **ARTICLE 20: DISCIPLINE**

### **20.1 Discipline Notice and Hearing – Water Agency**

- a) The General Manager may take disciplinary action against any employee of the Water Agency.
- b) For purposes of this article, full-time employee means a full-time employee as defined in this Memorandum who has completed six (6) months of satisfactory full-time service (1,040 hours) in an allocated position. For purposes of this article, a part-time employee means a part-time employee defined in this Memorandum who has completed 1,040 hours of satisfactory service in an allocated position.
- c) All employees other than full-time or part-time employees serve at the pleasure of the General Manager of the Water Agency.
- d) The General Manager may dismiss, suspend or involuntarily demote a full-time or part-time employee only for cause.

2)1) If the General Manager proposes to dismiss, suspend or involuntarily demote a full-time or part-time employee, he shall provide the employee with written notice of the charge or charges and materials upon which the proposed action is based prior to any final disciplinary action being taken. The employee may waive the right to respond. Responses, if made, may be oral or in writing and shall be communicated to the General Manager within five (5) business days following the date of service of notice. If mutually agreed to, the General Manager may extend the time to respond. If no response or request for extension of time to respond is received by the General Manager within such five (5) days, the right to respond will be deemed waived. The General Manager may place the affected employee on leave of absence with pay during the five (5) day response period. On written request within such five (5) days by the employee showing good cause therefore, the General Manager may extend the time for response for a reasonable period and, if mutually agreed to, may place the employee on leave with pay during the extended response period. The General Manager shall consider the response, if any, of the employee in determining the propriety and nature of disciplinary action.

3)2) If the General Manager determines to dismiss, suspend or involuntarily demote a full-time or part-time employee, the order of the General Manager shall be in writing and shall state specifically the reasons for the action. The employee may appeal a decision of the General Manager to dismiss, suspend or involuntarily demote the employee by filing a petition for hearing with the Board of Directors within ten (10) business days of receipt of

the order. The petition shall state whether the employee requests an open or closed hearing.

- 3) Within thirty (30) days of receipt of a petition, the Human Resources Director shall begin the Board of Directors hearing process on the order and appeal by holding a prehearing conference. Within thirty (30) working days thereafter, the matter shall be placed on the agenda of the Board of Directors for purposes of setting a hearing date.

k)–4) Prehearing Conferences

- a) Each party appearing in any case shall attend the prehearing conference with their respective counsel, if any, and shall have a thorough knowledge of the case, be prepared to discuss it to make stipulations or admissions where appropriate, and attempt to resolve the appeal if possible.
  - b) The parties, or their respective representatives, are encouraged to confer in person or by correspondence before the date assigned for the prehearing conference to reach agreement upon as many matters as possible.
  - c) At the prehearing conference, each party shall attempt to identify to the other and to the Secretary of the Board the documents which they will seek to introduce at the time of the hearing, as well as a tentative witness list.
  - d) At the time of the conference, the parties will try to simplify the actual and legal issues involved in the appeal. The parties shall also use their best efforts to stipulate to admissions of fact, and of documents, as will avoid unnecessary proof. At the time of the conference, the parties shall also be prepared to give their best estimation of the time necessary for the hearing of the appeal.
  - e) The failure of any person to prepare reasonably for, appear at, or participate in good faith in a prehearing conference as required by these rules, unless good cause is shown for that failure, is in interference with the proceedings of the Board. Upon such failure, the Board may order an appropriate change in the calendar status of the action.
- 5) The Board of Directors may, in its discretion, appoint a hearing officer to hear the appeal. If all parties mutually agree, the hearing will be conducted by a member of the California Bar Association, or an Administrative Law Judge or a hearing officer selected from a list provided by the State Conciliation Service. If no agreement is reached, the Board of Directors will select a hearing officer from the above list or at their discretion may hear the appeal. The hearing shall be conducted in the manner of hearings conducted under the Administrative Procedure Act. A hearing before the hearing officer shall be conducted in the manner of hearings conducted under the Administrative Procedure Act. The hearing officer may



affirm, modify or revoke a decision of the General Manager. The decision of the hearing officer shall be final.

- 6) At a hearing before the Board of Directors witnesses shall testify under oath and there shall be a right to cross-examination. There shall be no right to discovery. The hearing need not be conducted according to technical rules relating to evidence and witnesses. The rules of evidence and the manner of producing evidence shall be those rules set forth in Section 11513 of the Government Code for the conduct of hearings under the Administration Procedure Act. The decisions of the Board shall be final.
- 7) At either a hearing before a hearing officer or before the Board of Directors, the appointing authority shall have the burden of proving the charges by a preponderance of the evidence. The appointing authority shall open the case and present his evidence. The employee shall then present his defense. Thereafter, each side may present rebuttal evidence.
- 8) Any decision made by the Board of Directors pursuant to this article is a personnel matter and the Board may hear and consider the matter in closed session.
- 9) Costs of a hearing officer shall be shared by the parties. If a party requests a court reporter, it shall bear the costs associated therewith, and shall provide a copy of the transcript to the other party and the hearing officer without charge.
- 10) This article shall not be construed to create any property right that would give rise to procedural due process beyond that specifically described herein.
- 11) This article is not subject to grievance or arbitration under the procedures in this Memorandum or pursuant to any other procedure or policy of the County.

## 20.2 Discipline Notice And Hearing – Sonoma County Fair

- a) The Fair Manager may take disciplinary action against any employee of the Sonoma County Fair.
- b) For purposes of this article, full-time employee means a full-time employee as defined in this Memorandum who has completed six (6) months of satisfactory full-time service (1,040 hours) in an allocated position. For purposes of this Article, a part-time employee means a part-time employee defined in this Memorandum who has completed 1,040 hours of satisfactory service in an allocated position.
- c) All employees other than full-time or part-time employees serve at the pleasure of the Fair Manager.
- d) The Fair Manager may dismiss, suspend or involuntarily demote a full-time or part-time employee only for cause.
  - 1) If the Fair Manager proposes to dismiss, suspend or involuntarily demote a full-time or part-time employee, he shall provide the employee with written notice of

the charge or charges and materials upon which the proposed action is based prior to any final disciplinary action being taken. The employee may waive the right to respond. Responses, if made, may be oral or in writing and shall be communicated to the Fair Manager within five (5) business days following the date of service of notice. If mutually agreed to, the Fair Manager may extend the time to respond. If no response or request for extension of time to respond is received by the Fair Manager within such five (5) days, the right to respond will be deemed waived. The Fair Manager may place the affected employee on leave of absence with pay during the five (5) day response period. On written request within such five (5) days by the employee showing good cause therefore, the Fair Manager may extend the time for response for a reasonable period and, if mutually agreed to, may place the employee on leave with pay during the extended response period. The Fair Manager shall consider the response, if any, of the employee in determining the propriety and nature of disciplinary action.

- 2) If the Fair Manager determines to dismiss, suspend or involuntarily demote a full-time or part-time employee, the order of the Fair Manager shall be in writing and shall state specifically the reasons for the action. The employee may appeal a decision of the Fair Manager to dismiss, suspend or involuntarily demote the employee by filing a petition for hearing with the Board of Directors of the Sonoma County Fair within ten (10) business days of receipt of the order. The petition shall state whether the employee requests an open or closed hearing.
- 3) Within thirty (30) days of receipt of a petition, the Human Resources Director shall begin the Board of Directors hearing process on the order and appeal by holding a prehearing conference. Within thirty (30) working days thereafter, the matter shall be placed on the agenda of the Board of Directors of the Sonoma County Fair for purposes of setting a hearing date.
  - a) Each party appearing in any case shall attend the prehearing conference with their respective counsel, if any, and shall have a thorough knowledge of the case, be prepared to discuss it to make stipulations or admissions where appropriate, and attempt to resolve the appeal if possible.
  - b) The parties, or their respective representatives, are encouraged to confer in person or by correspondence before the date assigned for the prehearing conference to reach agreement upon as many matters as possible.
  - c) At the prehearing conference, each party shall attempt to identify to the other and to the Secretary of the Board the documents which they will seek to introduce at the time of the hearing, as well as a tentative witness list.
  - d) At the time of the conference, the parties will try to simplify the actual and legal issues involved in the appeal. The parties shall also use their best efforts to stipulate to admissions of fact, and of documents,



as will avoid unnecessary proof. At the time of the conference, the parties shall also be prepared to give their best estimation of the time necessary for the hearing of the appeal.

- e) The failure of any person to prepare reasonably for, appear at, or participate in good faith in a prehearing conference as required by these rules, unless good cause is shown for that failure, is in interference with the proceedings of the Board. Upon such failure, the Board may order an appropriate change in the calendar status of the action.
- 4) The Board of Directors of the Sonoma County Fair may, in its discretion, appoint a hearing officer to hear the appeal. If all parties mutually agree, the hearing will be conducted by a member of the California Bar Association, or an Administrative Law Judge or a hearing officer selected from a list provided by the State Conciliation Service. If no agreement is reached, the Board of Directors of the Sonoma County Fair will select a hearing officer from the above list or at their discretion may hear the appeal. The hearing shall be conducted in the manner of hearings conducted under the Administrative Procedure Act. A hearing before the hearing officer shall be conducted in the manner of hearings conducted under the Administrative Procedure Act. The hearing officer may affirm, modify or revoke a decision of the Fair Manager. The decision of the hearing officer shall be final.
- 5) At a hearing before the Board of Directors of the Sonoma County Fair witnesses shall testify under oath and there shall be a right to cross-examination. There shall be no right to discovery. The hearing need not be conducted according to technical rules relating to evidence and witnesses. The rules of evidence and the manner of producing evidence shall be those rules set forth in Section 11513 of the Government Code for the conduct of hearings under the Administration Procedure Act. The decisions of the Board shall be final.
- 6) At either a hearing before a hearing officer or before the Board of Directors of the Sonoma County Fair, the appointing authority shall have the burden of proving the charges by a preponderance of the evidence. The appointing authority shall open the case and present his/her evidence. The employee shall then present his/her defense. Thereafter, each side may present rebuttal evidence.
- 7) Any decision made by the Board of Directors of the Sonoma County Fair pursuant to this article is a personnel matter and the Board may hear and consider the matter in closed session.
- 8) Costs of a hearing officer shall be shared by the parties. If a party requests a court reporter, it shall bear the costs associated therewith, and shall provide a copy of the transcript to the other party and the hearing officer without charge.

- 9) This Article shall not be construed to create any property right that would give rise to procedural due process beyond that specifically described herein.
- 10) This Article is not subject to grievance or arbitration under the procedures in this Memorandum or pursuant to any other procedure or policy of the County.

## ARTICLE 22: MISCELLANEOUS PROVISIONS

### 22.8 Favored Nation Clause

~~If, during the term of this MOU another bargaining unit negotiates an increase or improvement in compensation or other economic benefits that is greater than that agreed to by Local 39, the County agrees to open the MOU and meet and confer with Local 39 on the subject of compensation.~~

### 22.8 Retirement committee (NEW)

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

The committee shall consist of up to three (3) Local 39 Union members and six (6) management representatives. Union team members will be permitted time off without loss of compensation or other benefits when formally meeting or engaging in mutually agreed upon preparation or caucus time. Additional Local 39 staff may participate.

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

The County and the Union agree that to the extent the committee's recommendations and/or strategies, and/or the County Administrator's recommendations resulting from the committee's recommendations and or strategies, address subjects that are specifically covered by existing articles or sections in the parties' labor agreements,



those specific articles or sections may be re-opened by either party to formally meet and confer. Unless the parties mutually agree otherwise, the earliest reopener negotiations will commence will be June 2022.

## **ARTICLE 24: UNION MEMBERSHIP**

### ~~24.4 — Non-Discrimination~~

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

## **INDEX**

Delete the Index.





**Appendix A-1  
Salary Adjustments**

Job Code #	Job Title	Current A Step Rate	Salary Adjustment to be Split Between Yr. 1 & Yr. 2	Total Value of Salary Adjustment to be Split Between Yr. 1 & Yr. 2	Yr. 1 - A Step with up to 4% Salary Adjustment Effective 7/30/2019	Yr. 2 - A Step with Remaining Salary Adjustment Effective 7/14/2020
1703	COMMUNICATIONS TECHNICIAN I	\$ 24.28	0.50%	\$ 0.12	\$ 0.12	\$ -
1705	COMMUNICATIONS TECHNICIAN II	\$ 31.87	0.50%	\$ 0.16	\$ 0.16	\$ -
1710	SENIOR COMMUNICATIONS TECHNICIAN	\$ 35.04	0.50%	\$ 0.18	\$ 0.18	\$ -
5097	WATER AGENCY ENVIRONMENTAL COMPLIANCE TECHNICIAN	\$ 34.51		\$ -	\$ -	\$ -
5098	WATER AGENCY ENVIRONMENTAL COMPLIANCE INSPECTOR	\$ 47.95		\$ -	\$ -	\$ -
5112	ELECTRICIAN-INSTRUMENTATION TECHNICIAN	\$ 44.48		\$ -	\$ -	\$ -
5123	WATER AGENCY PLANT OPERATOR-IN-TRAINING	\$ 32.06		\$ -	\$ -	\$ -
5125	WATER AGENCY PLANT OPERATOR	\$ 41.24		\$ -	\$ -	\$ -
5126	WATER AGENCY SENIOR PLANT OPERATOR	\$ 45.34		\$ -	\$ -	\$ -
5129	WATER AGENCY MECHANIC	\$ 41.24		\$ -	\$ -	\$ -
5132	WATER AGENCY LEAD MECHANIC	\$ 45.56		\$ -	\$ -	\$ -
5142	WATER AGENCY CHEMIST	\$ 47.95		\$ -	\$ -	\$ -
5205	PAINTER	\$ 27.00		\$ -	\$ -	\$ -
5210	WELDER	\$ 29.46		\$ -	\$ -	\$ -
5222	AUTOMOTIVE MECHANIC *	\$ 26.90		\$ -	\$ -	\$ -
5223	AUTOMOTIVE TECHNICIAN	\$ 27.30	1.00%	\$ 0.27	\$ 0.27	\$ -
5224	LEAD AUTOMOTIVE TECHNICIAN	\$ 29.78	1.00%	\$ 0.30	\$ 0.30	\$ -
5225	HEAVY EQUIPMENT MECHANIC	\$ 20.91	29.65%	\$ 6.20	\$ 6.20	\$ -
5226	HEAVY EQUIPMENT TECHNICIAN	\$ 29.46	1.00%	\$ 0.29	\$ 0.29	\$ -
5228	LEAD HEAVY EQUIPMENT TECHNICIAN	\$ 32.28	1.00%	\$ 0.32	\$ 0.32	\$ -
5330	BUILDING MAINTENANCE WORKER	\$ 18.45	6.40%	\$ 1.18	\$ 0.74	\$ 0.44
5331	BUILDING MECHANIC I	\$ 27.08	6.40%	\$ 1.73	\$ 1.08	\$ 0.65
5335	BUILDING MECHANIC II	\$ 30.65	6.40%	\$ 1.96	\$ 1.23	\$ 0.73
5340	LANDFILL FACILITIES SPECIALIST	\$ 36.46		\$ -	\$ -	\$ -

\* Automotive Mechanic will forgo COLA adjustments until it has achieved a 10% differential below Automotive Technician.

**Appendix A  
Salary Table**

Job Code #	Job Title	Year 1	Year 2
		Effective 8/13/2019	Effective 7/28/2020
		Yr 1 - A Step with 3% COLA	Yr 2 - A Step with 3% COLA
1703	COMMUNICATIONS TECHNICIAN I	\$ 25.13	\$ 25.88
1705	COMMUNICATIONS TECHNICIAN II	\$ 32.99	\$ 33.98
1710	SENIOR COMMUNICATIONS TECHNICIAN	\$ 36.28	\$ 37.37
5097	WATER AGENCY ENVIRONMENTAL COMPLIANCE TECHNICIAN	\$ 35.55	\$ 36.62
5098	WATER AGENCY ENVIRONMENTAL COMPLIANCE INSPECTOR	\$ 49.39	\$ 50.87
5112	ELECTRICIAN-INSTRUMENTATION TECHNICIAN	\$ 45.81	\$ 47.18
5123	WATER AGENCY PLANT OPERATOR-IN-TRAINING	\$ 33.02	\$ 34.01
5125	WATER AGENCY PLANT OPERATOR	\$ 42.48	\$ 43.75
5126	WATER AGENCY SENIOR PLANT OPERATOR	\$ 46.70	\$ 48.10
5129	WATER AGENCY MECHANIC	\$ 42.48	\$ 43.75
5132	WATER AGENCY LEAD MECHANIC	\$ 46.93	\$ 48.34
5142	WATER AGENCY CHEMIST	\$ 49.39	\$ 50.87
5205	PAINTER	\$ 27.81	\$ 28.64
5210	WELDER	\$ 30.34	\$ 31.25
5222	AUTOMOTIVE MECHANIC *	\$ 26.90	\$ 26.90
5223	AUTOMOTIVE TECHNICIAN	\$ 28.40	\$ 29.25
5224	LEAD AUTOMOTIVE TECHNICIAN	\$ 30.98	\$ 31.91
5225	HEAVY EQUIPMENT MECHANIC	\$ 27.92	\$ 28.76
5226	HEAVY EQUIPMENT TECHNICIAN	\$ 30.64	\$ 31.56
5228	LEAD HEAVY EQUIPMENT TECHNICIAN	\$ 33.58	\$ 34.59
5330	BUILDING MAINTENANCE WORKER	\$ 19.77	\$ 20.82
5331	BUILDING MECHANIC I	\$ 29.00	\$ 30.54
5335	BUILDING MECHANIC II	\$ 32.84	\$ 34.58
5340	LANDFILL FACILITIES SPECIALIST	\$ 37.55	\$ 38.68

\* Automotive Mechanic will forgo COLA adjustments until it has achieved a 10% differential below Automotive Technician.