

**TENTATIVE AGREEMENT BETWEEN
COUNTY OF SONOMA AND
SONOMA COUNTY PUBLIC DEFENDER INVESTIGATORS ASSOCIATION
(SCPDIA)**

2019-2023

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

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

The extended MOU shall supersede the Memorandum of Understanding that expired on June 17, 2019. Language in the MOU and existing side letters not amended by this Tentative Agreement will remain unchanged. The parties agree that this tentative agreement is hereby incorporated into the MOU. Any outstanding proposals not covered by this Tentative Agreement are hereby withdrawn by the parties.

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

FOR THE COUNTY

FOR THE ASSOCIATION

Janie Carduff

Math Byrne

Date: 1-13-20

Date: 1/13/20

Dated Approved:

Date Ratified:

ARTICLE 1 - TERM

1.1 Effective Dates

The following items shall constitute the wages, hours and other terms and conditions for employees in classifications as listed in Article 2 of this Memorandum of Understanding. The parties agree that all changes contained herein will become effective upon approval by the Board of Supervisors ~~on September 25, 2018,~~ unless otherwise specified. This Memorandum shall expire and otherwise fully terminate at 11:59 p.m. on June 17, ~~2019~~2023.

1.2 Notice for Successor Memorandum

In the event either party desires to negotiate a successor Memorandum of Understanding, that party shall serve on the other party, its written request to commence negotiations. The request shall be served at least six (6) months before the expiration of this Memorandum specified in Section 1.1 – i.e. no later than December 17, ~~2018~~2022.

ARTICLE 3 - DEFINITIONS

3.1 Non-Application

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

3.2 Definitions

BASE HOURLY RATE: The base hourly rate shall be the hourly rate corresponding to the salary step in the salary range to which the employee is assigned.

BI-WEEKLY PAY PERIOD: Fourteen (14) consecutive calendar days which begin on a Tuesday and end with the second Monday thereafter.

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

CALENDAR YEAR: January 1 through December 31.

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

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

DEPARTMENT HEAD: The Public Defender, or designee.

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

A "domestic partnership" shall exist between two persons, one of whom is an employee of the County, covered by this Memorandum of Understanding, ~~regardless of their gender and each of them shall be the "domestic partner" of the other if they both complete, sign, and cause to be filed with the County an "Affidavit of Domestic Partnership" attesting to the following:~~

- ~~a. — the two parties reside together and share the common necessities of life;~~
- ~~b. — the two parties are not married to anyone, eighteen years or older, not related by blood closer than would bar marriage in the State of California, and mentally competent to consent to contract and are not acting under fraud or duress;~~
- ~~c. — the two parties declare that they are each other's sole domestic partner and they are responsible for their common welfare;~~

~~d. — the two parties agree to notify the County in writing if there is a change of circumstances attested to in the affidavit; and~~

~~e. — the two parties affirm, under penalty of perjury, that the assertions in the affidavit are true to the best of their knowledge and has a valid declaration of Domestic Partnership per California Family Code Section 297 et seq.~~

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

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

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

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

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

EXTRA HELP EMPLOYEES: As defined in the Civil Service Rules and not represented by this bargaining unit.

FLEX-TIME WORK SCHEDULE: A non-regular work schedule with or without a consistent pattern as to the number of work hours per day or week, but an arrangement whereby the employee is obligated to perform work and be responsible for flexing the hours of his/her own work schedule. Employees

assigned to a flex-time work schedule will be eligible for overtime only when the hours worked exceed 80 in a pay period or as otherwise required by law.

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

NON-EXEMPT EMPLOYEE: An employee designated by the County to be covered by the provisions of the Fair Labor Standards Act.

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

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

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

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

REGULAR WORK PERIOD: The determination by the County of the fixed regularly recurring work period used for the determination of statutory overtime. For non-sworn, non-exempt employees the regular work period is seven consecutive days which currently begins at 12:01 a.m. Tuesday morning.

For sworn, non-exempt employees the regular work period is currently 14 consecutive days which coincides with the County's bi-weekly pay period.

REGULAR WORK SCHEDULE: The determination by the County of an employee's specific work days, work weeks, work periods, and work shifts, established on a regular, ongoing basis.

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

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

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

STATUTORY OVERTIME: Overtime that is required by FLSA. Currently, for the non-sworn, non-exempt employee it is all hours worked in excess of 40 in a regular 7 day work period. For the sworn, non-exempt employee, it is all hours worked in excess of 86 in a regular 14 day work period.

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

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

3.3 Fair Labor Standards Act Not Incorporated

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

**ARTICLE 7 - SALARIES AND ADMINISTRATION OF THE SALARY
SCHEDULE**

7.1 Salaries

- a. Salary scales shall be specified in Appendix A for each classification contained within the unit represented by the Association.

b. Salary Adjustments:

1. Effective the pay period that begins January 28, 2020; the County will increase the current I step of each job classification in the salary table specified in Appendix A and attached to this agreement by \$1.15/hour. The County will then recalculate the salary scale in Appendix A from the adjusted I step to maintain an approximate 2.5% differential between salary steps.

Following the above adjustments, the County will increase by seven tenths of a percent (0.7%) the A-I Step of each scale in the Salary Table specified in Appendix A

2. Effective the pay period that begins February 11, 2020: The County will increase by two and eighty-five hundredths of a percent (2.85%) the A-I Step of each scale in the Salary Table specified in Appendix A and attached to this Agreement.

- 1.3. Effective the pay period that begins June 2, 2020; the County will increase the current I step of each job classification in the salary table specified in Appendix A and attached to this agreement by \$1.15/hour. The County will then recalculate the salary scale in Appendix A from

the adjusted I step to maintain an approximate 2.5% differential between salary steps.

Following the above adjustments, the County will increase by two and eighty-five hundredths of a percent (2.85%) the A-I Step of each scale in the Salary Table specified in Appendix A.

4. Effective the pay period that begins June 1, 2021; the County will increase the current I step of each job classification in the salary table specified in Appendix A and attached to this agreement by \$1.15/hour. The County will then recalculate the salary scale in Appendix A from the adjusted I step to maintain an approximate 2.5% differential between salary steps.

Following the above adjustments, the County will increase the adjusted A step of each job classification specified in Appendix A by at least 1.90% and not more than 3.80%. To determine the actual salary increase, the County will compare the following values:

(V1) The San Francisco-Oakland-Hayward All Urban Annual Consumer Price Index (CPI-U) issued by the Bureau of Labor Statistics in January 2021 for the preceding December percentage change from December of the prior year.

(V2) The County's actual annual growth percentage of secured property taxes collected between fiscal years 2018-2019 and 2019-2020, divided by 1.5.

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

- If the lesser of value (V1) and value (V2) is less than or equal to 2%, then the effective salary adjustment will be 1.90%.
- If the lesser of value (V1) and value (V2) is greater than

or equal to 4%, then the effective salary adjustment will be 3.80%.

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

Lesser of value (V1) and value (V2) = (X)

(X) - 2% = (F)

(F) x 0.95 = (G)

(G) + 1.90 = effective salary adjustment: (H)

Examples:

(X) = 2.5%

2.50 - 2.00 = 0.50

0.50 x 0.95 = 0.475

0.475 + 1.90 = 2.375%

(X) = 3.50%

3.50 - 2.0 = 1.50

1.50 x 0.95 = 1.425

1.425 + 1.90 = 3.325%

5. Effective the pay period that begins May 31, 2022: the County will increase the A-I Step of each scale in the Salary Table by at least two percent (2%) and not more than four percent (4%). The actual amount of the increase each year within 2% and 4% will be determined by the lesser amount of the two following calculations:

(V1) The San Francisco-Oakland-Hayward All Urban Annual Consumer Price Index (CPI-U) issued by the Bureau of Labor Statistics in January 2022 for the preceding December percentage change from December of the prior year.

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

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

manner:

- If the lesser of value (V1) and value (V2) is between 2% and 4%, the County will increase the A step by the lesser of the two values.
- If the lesser of value (V1) and value (V2) is less than or equal to 2%, County will increase the A step by 2%.
- If the lesser of value (V1) and value (V2) is greater than or equal to 4%, the County will increase the A step by 4%.

- c. Hourly Cash Allowance

Effective the first full pay period closest to May 19, 2009~~Subject to the reductions identified below in 7.1 (c) (1-4),~~ the County shall pay

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

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

1. Effective January 28, 2020, the County will reduce the hourly cash allowance to \$2.30 paid per pay status hour that the employee is in a paid status, up to a maximum of 80 hours in a pay period.
2. Effective June 2, 2020, the County will reduce the hourly cash allowance to \$1.15 paid per pay status hour that the employee is in a paid status, up to a maximum of 80 hours in a pay period.
3. Effective June 1, 2021, the County will reduce the hourly cash allowance to \$0.00 paid per pay status hour that the employee is in paid status, up to a maximum of 80 hours in a pay period.
4. In consideration for the foregoing, the County has agreed to increase the I step of the salary scale of each job classification identified in Appendix A by \$1.15/hour over

a three (3) year period as set forth in Section 7.1 b. (Salary Adjustments).

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 rate of the appropriate scale which would constitute an increase of salary most closely equivalent to but not less than five (5) percent of the employee's salary step rate before promotion, but not less than the minimum salary scale of the new class nor greater than the maximum salary of the new class.

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

An employee who is promoted shall be considered for a merit increase when the employee's total hours in pay status, exclusive of overtime subsequent to promotion, equals 1040 hours. The effective date of the merit increase shall be in accordance with Article 7.21.

7.24 One Time, Lump Sum, Non-Recurring, Non-Pensionable Payment

Effective the pay period beginning January 28, 2020, contingent on Association ratification of the successor MOU and approval by the Sonoma County Board of Supervisors on or before February 4, 2020, each regular full time employee as of February 10, 2020, shall receive a one-time, lump sum non-recurring, non-pensionable payment in the amount of -three thousand -six hundred dollars (\$ 3,600) to be paid on February 19, 2020.

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

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

~~7.24 One Time, Lump Sum, Non-Recurring, Pensionable Payments~~

~~Effective the pay period beginning October 23, 2018, contingent on Union ratification of the successor MOU and approved by the Sonoma County Board of Supervisors on or before September 25, 2018, each regular full time employee in paid status as of November 5, 2018, shall receive a one time, lump sum non-recurring, pensionable payment in the amount of two thousand eight hundred and eighty eight dollars (\$2,888) to be paid on November 14, 2018.~~

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

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

ARTICLE 10 - MILEAGE REIMBURSEMENT

An employee who is authorized to use a personal motor vehicle for travel required in the performance of County work shall be reimbursed at the current applicable federal business standard IRS business mileage rate as established by the IRS for each mile driven so long as the employee substantiates the time, place, and business purpose of the travel. Employees requesting mileage reimbursement under this provision must submit a request for reimbursement no later than 90 days following the date of travel.

ARTICLE 11 - DEFERRED COMPENSATION & RETIREMENT

11.1 Deferred Compensation - Voluntary Program

The County agrees to maintain the current voluntary deferred compensation plan for bargaining unit members eligible under federal law and the rules of the deferred compensation plan.

11.2 Deferred Compensation - County Paid Program

~~11.2.1 Effective September 3, 2013, the County shall cease making contributions to the County paid deferred compensation plan (previously 1.0% of based salary bi-weekly).~~

~~11.2.2 As part of negotiations for a successor MOU, the parties shall meet and confer regarding contributions to a County paid deferred compensation plan for bargaining unit members eligible under federal law and plan rules. The status quo for purposes of the successor MOU meet and confer regarding County paid deferred compensation shall be as follows (effective upon expiration of the MOU):~~

~~11.2.2.1~~ For each bargaining unit employee the County shall deposit one percent (1%) of the employee's biweekly base salary into the employee's 401(a) deferred compensation account.

11.2.2.2 To receive such deferred compensation, such employees must be in paid status for at least 50% of the employee's allocated full-time equivalent (FTE) position. County-paid deferred compensation under this subsection (11.2.2) shall not be included in the calculation of retirement contributions.

11.3 414(h)(2)-Tax Deferred Retirement Contribution

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

11.4 Retirement – Credit for Prior Public Service

In addition to any other retirement buyback provision, employees who are contributing members of the Sonoma County Employees' Retirement Association can purchase retirement credit for public service time rendered prior to employment with the County of Sonoma pursuant

11.5 Retirement – General Employees Hired On Or After January 1, 2013

This Section 11.5 (including subsections) shall apply to employees hired on or after January 1, 2013, who are or become contributing members of the Sonoma County Employees' Retirement Association ("SCERA") and who do not qualify for pension reciprocity as stated in the Government Code Section 7522.02(c).

11.5.1 Final Compensation Based On Three Year Average

As required by Government Code Section 7522.32, effective January 1, 2013, for the purposes of determining a retirement benefit for SCERA members covered by this section 11.5, final compensation shall mean the highest average annual pensionable compensation earned during 36 consecutive months of service.

11.5.2 2.0% @ 62 Pension Formula

As required by Government Code Section 7522.20, the 2.0% at 62 formula shall be available to employees covered by this section 11.5 who are contributing members of the SCERA.

11.5.3 Required Employee Contributions

As required by Government Code Section 7522.30(c), SCERA members covered by this section 11.5 shall pay 50 percent of normal costs. In addition, SCERA members covered by this section 11.5 shall pay 3.03 percent of the employee's pensionable compensation toward the County's employer contribution to retirement costs. The additional 3.03% contribution ~~shall continue until July~~ will end the last pay period in June 2024.

11.6 Retirement – General Employees Hired On Or Before December 31, 2012

This section 11.6 (including subsections) shall apply to employees hired on or before December 31, 2012 who are contributing members of the SCERA, or who are hired after that date and qualified for pension reciprocity pursuant to Government Code Section 7522.02 (c) and any related SCERA reciprocity requirements.

11.6.1 Final Compensation Based on Single Year

For purposes of determining a retirement benefit, final compensation for employees covered by this section 11.6 shall mean the average annual compensation earnable by the member as specified in Government Code Section 31462.1.

11.6.2 3.0% @ 60 Pension Formula

The 3.0% at 60 pension formula (CERL 31676.17) shall be available to employees covered by this section 11.6 who are contributing members of the SCERA.

11.6.3 Required Employee Contribution

SCERA members covered by this section 11.6 will contribute the amount required by SCERA as employee contributions, and shall continue to pay an additional 3.03% of pay, pretax, to their employee retirement account. This 3.03% of pay contribution of the employee's pensionable compensation is intended to defray the cost of retirement plan's~~shall be paid as part of the County's contribution to pay for the~~ unfunded accrued actuarial liability. This additional 3.03% contribution will continue until July 2024 unless modified by mutual agreement between the County and SCPDIA.

ARTICLE 15 - HEALTH & WELFARE BENEFITS FOR ACTIVE EMPLOYEES

15.1 Active Employee Health Plans

~~An eligible employee and eligible dependent(s) (as defined below), are 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 15.2.8 regarding plans offered and pro-ration of benefits for part-time employees).

~~Eligible employees may enroll eligible dependents. An e~~Eligible dependents ~~is are~~ (as defined in each plan document/summary plan description):

- Either the employee's spouse or registered domestic partner and has a Declaration of Domestic Partnership filed with the State of California, Secretary of State, as defined in California Family code section 297 et.seq.; or
- A child ~~based on your plan's up to~~ age ~~limits 26~~ or a disabled dependent child regardless of age.

An eligible employee and eligible dependent(s) (as defined below), are 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).

15.2 Participation in County Offered Health (Medical, Dental, Vision, Life Insurance) Plans

Election to participate in a County offered health plan ~~will take place~~is required within the first 31 days following date of appointment to permanently allocated position of .40 FTE or greater or it shall be made during an annual ~~open~~-enrollment period.

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

~~Effective the pay period beginning June 21, 2016 for coverage beginning July 1, 2016, h~~Health plan coverage will be paid on a semi-monthly basis (24 payments per year).

15.2.1 County Offered Medical Plans

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

Specific reference to a vendor 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 Medical for Active Employee Medical Benefits

~~Effective the pay period beginning September 11, 2018, for coverage beginning October 3, 2018, t~~The County shall contribute up to maximum of the following amounts based on level of coverage for employees enrolled in County-offered medical coverage for any eligible full-time regular employee and their eligible dependent(s).

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

County Contribution - Plan Year 2019-2020

Effective the pay period beginning [January 28, 2020](#), the County shall contribute up to maximum of the following amounts based on level of coverage for employees enrolled in County-offered medical coverage for any eligible full-time regular employee and their eligible dependent(s).

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

County Contribution – Plan Year 2020-2021

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

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

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).

Employee only \$834 per month (\$417 semi-monthly)

Employee plus one \$1,668 per month (\$834 semi-monthly)

Family \$2,358 per month (\$1,179 semi-monthly)

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

The County shall contribute to part-time eligible employees on a pro-rated basis, in accordance with Section 15.2.6 (Part-Time Employee 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). Benefit provisions, co-payments, and deductibles are outlined in the Summary ~~plan~~ Plan Description or Evidence of Coverage. The employee contribution(s) will be: is

~~_____~~ \$13.04 semi-monthly (\$26.09/month)

~~The semi-monthly deduction is effective the pay period beginning June 21, 2016 for coverage beginning July 1, 2016.~~

The County shall contribute to part-time eligible employees on a pro-rated basis, in accordance with Section 15.2.6.

Effective the pay period of October 3, 2018, ~~and continuing beyond the term of this MOU extension,~~ the employee contributions shall be suspended, resuming October 1, 2020. ~~The suspension of the employee contribution is contingent on Union ratification of the Successor MOU and approval by the Sonoma County Board of Supervisors on or before September 25, 2018.~~

15.2.4 Vision Benefits

The County provides vision benefits to full time active employees and their eligible dependent(s) and computer vision care benefits to full-time active

employees, with no employee contribution.

Part-time employees ~~will be~~ are automatically 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. Benefit provisions, co-payments, and deductibles are outlined in the Summary Plan Description or Evidence of Coverage.

15.2.5 Life Insurance

Basic Life:

The County provides a basic term-life insurance plan for an allocated full-time equivalent position of sixty (60) hours or more (.75 FTE or more) with no employee contribution. ~~Effective May 24, 2016, the~~ The life insurance coverage amount ~~will be~~ is an amount equal to one (1) times the employee's 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 Summary Plan Description or Evidence of Coverage.

Supplemental Life:

Eligible employees may purchase additional life insurance for themselves at their own expense upon initial eligibility or during the ~~annual open enrollment periods~~ specified in Section 15.2 (Participation in County Offered Health (Medical, Dental, Vision, Life Insurance) Plans. ~~Effective the first pay period following a special enrollment (June 21, 2016), 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 supplemental coverage purchased by the employee, in accordance with the insurance carrier's policy. ~~Members will be responsible for paying any increased cost for the benefits.~~

Participating employees and the County ~~will be~~ are 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 will have to pay the rate of the higher age bracket beginning the January of the year in which the employee moves to the higher age bracket.

~~Effective June 21, 2016 members enrolled in supplemental coverage who make no changes to their supplemental coverage during open enrollment will automatically have their supplemental coverage amount adjusted to the nearest, lower, multiple of \$10,000 below current coverage. Members will be responsible for paying any increased cost for the benefits.~~

15.2.6 Part-Time Employee Health Benefits

Part-time employees in allocated positions of thirty-two (32) hours or more biweekly (0.40 FTE minimum) shall be eligible to participate in the County's medical, dental and vision plans, and the County's contribution toward their premiums shall be pro-rated. Pro-ration shall be based on the number of pay status hours in the pay period, excluding overtime. Employees working less than 32 hours bi-weekly and receiving benefits, prior to the implementation of the Human Resources Management System (HRMS), will be grandfathered and remain eligible to receive pro-rated benefits.

- a. A part-time employee covered under this MOU, whose allocated position is .75 FTE or greater bi-weekly, shall receive medical, dental and vision coverage as if the part-time employee were a full-time employee. Said part-time employee shall receive life insurance and long-term disability insurance in accordance with the employee's FTE.
- b. Except for part-time (.75 FTE+) employees referred to in this Section 15.2.6(b) part-time employees shall not be eligible to participate in the County's life insurance program.

15.3 Employee Assistance Program

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

~~Effective June 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 (LTD)

The County shall provide and pay the premium for a Long-term Disability (LTD) benefit, as described in the applicable plan document to all full and part-time employees (.04 FTE minimum) who meet the eligibility requirements. 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 leaves. LTD benefits cannot be supplemented with any paid leave. LTD benefits will be offset by any applicable income, such as, short-term disability benefits, retirement benefits, social security, and social security disability benefits, as outlined in the Plan Document.

15.4.1 Claims Disputes over LTD

The claims dispute process is described in the Summary Plan Description or Evidence of Coverage. 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 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 Health Benefits During Leaves of Absence – Non-Medical Leaves Without Pay

If an employee is on an unpaid absence or goes on leave without pay, either of which reduces the employee's time in pay status to less than fifty percent (50%) of the employee's allocated full-time equivalent (FTE) in a pay period, the County will cease to pay its normal benefit contributions. The employee must pay the total benefit 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 not less than fifty percent (50%) of the employee's allocated full-time equivalent (FTE) in a pay period, the County will continue to pay its normal benefit contributions.

15.6.1 Medical/Pregnancy Disability Leave

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

and is responsible for making a timely election and paying COBRA premiums by the due date. Prior to the exhaustion of the thirteen (13) pay periods, the County will provide reasonable advance notice of the employee's obligations regarding the opportunity to continue employee-paid benefits.

An employee who returns to work from medical or pregnancy disability leave without pay prior to the exhaustion of the thirteen (13) pay periods of entitlement under this Article shall not have the thirteen (13) pay period entitlement reduced for any pay period in which the employee is in pay status for at least fifty percent (50%) of the employee's allocated full-time equivalent as specified in this Section 15.6.1 (Medical or 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 Family Medical Leave Act (FMLA), California Family Rights Act (CFRA), and California Pregnancy Disability Leave (CPDL).

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

15.6.2 Continuation of Health Benefits Coverage

An employee who is entitled to continued benefit coverage as specified in 15.6 (Health Benefits During Leaves of Absence-Non-Medical Leaves Without Pay) and 15.6.1 (Health Benefits During Leaves of Absence-Non-Medical Leaves Without Pay) must notify the Auditor-Controller-Treasurer-Tax Collector (ACTTC), no later than five (5) County business days after the first (1st) day of

the leave of absence, of the employee's intent to continue insurance coverage. The employee must apply for a leave by completing a Leave of Absence Form.

If the Department authorizes the leave, the Department shall forward the completed Leave of Absence Form to the ACTTC's Office. To assure continued insurance coverage, premiums shall be paid by the employee to the ACTTC's Office no later than the last day of the pay period or the date specified in the notice. If the employee fails to pay the premium by the last day of the pay period, he/she will receive one (1) reminder notice. In order to prevent a lapse in coverage due to non-payment, the employee shall pay a \$25.00 late charge in addition to the premium amount due by the date specified in the reminder notice.

Only one (1) reminder notice will be sent. If the employee fails to make proper payment within 30 days of the first due date, the employee's continued medical, dental, vision, life insurance and LTD coverage shall be terminated. Coverage will not be reinstated until the 1st of the month following return to paid status- once a completed and signed Employee Benefits Enrollment/Change form is received by the Human Resources Benefits Unit within 31-days of the return from leave.

15.6.2.1 Part-Time Employees – Health Benefits During Leave of Absence

Part-time employees shall be eligible to participate in the medical benefit plans and/or the dental plans on a prorated basis, as defined in Section 15.2.8 (Part-Time Employees – Health Benefits). For pay periods with no pay status hours, pro-ration shall be based on the employee's FTE.

15.7 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.

15.8 Salary Enhancement Plans

IRS Section 414 (h)

All employees who belong to the Sonoma County Employees' Retirement system-Association shall have their wages adjusted according to Section 414(h) (2) of the Internal Revenue Code which has the effect of deferring Federal and State income taxes on the employee's retirement contributions.

IRS Section 125

Premium Conversion

The County shall continue under IRS Code Section 125 to administer a Health Care Premium Conversion Plan that allows eligible employees to make their required contributions towards health premiums with pre-tax dollars through payroll deduction. The County will make no contribution to this plan, however, it will bear the cost of administering this benefit.

Health Flexible Spending Account

The County provides a Health Flexible Spending Account (FSA) to enable eligible employees to set aside pre-tax dollars for reimbursement of employee's qualified medical expenses not reimbursed by the employee's health insurance plan and will be provided to the maximum amount stipulated in the Plan and consistent with the law.

Dependent Care Assistance Program

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

All of these plans will be administered by the County in accordance with applicable Federal and State laws as amended and, as such, will not be subject to Article 28 (Grievance Procedure) of the Memorandum.

15.9 Plan Documents and Other Controlling Documents

While mention may be made in this MOU of various provisions of benefit programs, specific details of benefits (including disputes and/or appeals) provided under County offered health plans shall be governed solely by the plan documents or insurance contracts and/or policies maintained by the

County. The County will bear no responsibility for resolving disputes/appeals between an employee and a contracted health plan vendor. Within this section, vendor refers to insurance company, Knox-Keene organizations licensed in the state of California to provide health benefits administration, or network management. Summary Plan Descriptions and evidence of coverages are available on-line at the following location:

<https://sonomacounty.ca.gov/HR/Benefits/Benefit-Forms-and-Plan-Documents/>

<http://hr.sonoma-county.org/documents/open%20enrollment-2010-2011/20102011-employee-health-welfare-benefits.pdf>

15.10 Health And Welfare Benefits Health Care Reform Compliance Reopener

The County and the Association agree to a reopener to make necessary changes to health and welfare benefit eligibility and/or coverage options as required by the Patient Protection and Affordable Health Care Act (PPACA), commonly referred to as Health Care reform, or as required by similar subsequent statutes or regulations implemented during the term of this agreement.

15.11 Health Reimbursement Arrangement Contribution

Effective the pay period beginning on June 21, 2016, the County shall cease contributions to the HRA account described in this section.

Remaining balances in the active HRA will continue to be available to Plan participants for reimbursement of eligible medical care expenses as incurred by an eligible employee/retiree or dependent(s) as defined under the Internal Revenue Code Sections 105 and 106. ~~Effective June 21, 2016 active employee post-tax medical premiums are not eligible for reimbursement.~~

HRA contributions made pursuant to this article are separate and apart from HRA contributions and benefit eligibility criteria for Retiree Medical for employees hired on or after January 1, 2009 pursuant to Article 16, Section 16.3. ~~The parties agree that the health benefits in this Article 15 are available only to active employees. When this MOU ends on June 17, 2019, 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 as required to reflect the above HRA contribution and benefit eligibility criteria for active employees.

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

ARTICLE 19 – SICK LEAVE

19.1 Sick Leave Benefit for Employees in Allocated Positions

19.1.1 Accrual Rate

Each full-time employee in a regular, allocated position, shall accrue and accumulate sick leave at the rate of 3.680 in-service hours for each completed eighty (80) paid in-service hours. In-service hours include all hours in pay status excluding overtime. This accrual rate shall be adjusted to reflect any unpaid time in each pay period. Part-time employees, in allocated positions, shall be eligible to receive sick leave on a pro rata basis. Usage and accrual of said benefits shall be governed by the same rules and regulations applicable to full-time employees.

19.1.2 Accrual – Restoration of Accrued Time:

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

19.1.3 Change in Employment Status – Extra Help to Allocated

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

1. Extra Help sick leave hours must be used prior to using sick leave accrued as a regular employee;
2. Extra Help sick leave hours have no cash value; and
3. Extra Help hours are not eligible for conversion to service credit at regular retirement (pursuant to Section 19.4).

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

19.2 Sick Leave Use

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

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

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

- A. Employee Illness: during the employee's own incapacity due to illness or injury;
- B. Employee Treatment or Examination: during the time needed by the employee to undergo medical or dental treatment or examination;
- C. For Care of a Family Member: For diagnosis, care or treatment of an existing health condition of, or preventative care for the employee family member. For leave under this section 19.2.1, "family member" is defined as a:
 1. child (defined as biological, adopted, or foster child,

stepchild, legal ward, or a child to who the employee stands in place of a parent, regardless of age or dependency status);

2. parent (defined as a biological, adoptive, or foster parent, stepparent, or legal guardian of an employee or the employee's spouse or registered domestic partner, or a person who stood in place of a parent when the employee was a minor child);
3. employee's spouse or registered domestic partner;
4. grandparent, grandchild, or sibling of the employee or the employee's spouse or registered domestic partner.

Sick leave use for family members listed 19.2.1c shall not exceed forty-eight (48) hours per occurrence unless extended by joint action of the employee's Department Head and the Director of Human Resources by reason of exceptional hardships. "Occurrence" means per illness or related incidents. The 48 hours do not have to be consecutive.

California "Kin Care" (Labor Code 233) provides that an employee may use an amount of paid sick leave each calendar year that is equal to the amount of time that would normally accrue in six month period, and may be used in the same manner as other sick leave described in this section 19.2.1. Kin Care provisions run concurrent with other protected leaves and do not extend the maximum period of leave to which the employee is entitled to under FMLA or CFRA.

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

the health, safety, or welfare of themselves or their child(ren); to seek medical attention for injuries caused by domestic violence, sexual assault or stalking; obtain services from a domestic violence shelter, program or rape crisis center as a result of domestic violence, sexual assault or stalking; obtain psychological counseling related to an experience of domestic violence, sexual assault, or stalking; participate in safety planning or take other actions to increase safety from future domestic violence, sexual assault, or stalking, including temporary or permanent relocation. Documentation may be required for approval of use of sick leave under this provision, pursuant to section 19.3 Sick Leave Documentation.

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

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

- a. Employee Illness: During the employee's own incapacity due to illness or injury.
- b. Employee Treatment or Examination: During the time needed by the employee to undergo medical or dental treatment or examination.
- c. Disabled by Pregnancy: When a woman employee is disabled by pregnancy, which means that in the opinion of her health care provider, she is unable because of pregnancy to work at all or is unable to perform any one of more of the essential functions of her job or to perform these functions without undue risk to herself, the successful completion of her pregnancy, or to other persons.
- d. Care of Family Member: When a child, stepchild, spouse or spouse's parent or registered domestic partner being a member of the employee's

household or a person for whom the employee is entitled to a Federal Income Tax dependent exemption, or the employee's parent, is incapacitated by illness or injury and it is necessary for the employee to care for such child, stepchild, spouse or parent of the employee or spouse or registered domestic partner.

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

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

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

Information on FMLA/CFRA/PDL eligibility, documentation, and benefit and pay status is provided under Section 19.8 – Family Care and Medical Leave.

19.3 Sick Leave –Documentation

19.3.1 Annual Period – Allocated Employees:

“Annual period” is a ~~twelve month period~~calendar year, beginning with the employee's first day of work in an allocated assignment ~~For employees~~

who begin employment mid-year, the annual period begins on the first day of work, restarts on January 1, and runs on a calendar year basis and resets to January 1st thereafter. (This is not the same as the annual calendar used under FMLA/CFRA/PDL qualifying events.)

19.3.2 First Forty-Eight Hours:

For new employees, the first 48 hours, or number of hours equal to 6 days of the employees regular schedule (whichever is greater), of accrued sick leave used by an employee in the first annual period will be applied to and subject to the provisions of the California paid Sick Leave law until January 1st and on a calendar year basis thereafter. During this period, if the need for paid sick leave is foreseeable, the employee shall provide reasonable advanced notice. If the need for paid sick leave is unforeseeable, the employee shall provide notice of the need for the leave as soon as practicable. If the County has reasonable suspicion of sick leave abuse, a signed medical certification may be required for each use of accrued sick leave to the extent permissible by law.

19.3.3 Subsequent Hours:

For use of accrued sick leave beyond the first 48 hours or number of hours equal to six (6) days in the annual or calendar period (consecutive or non-consecutive), as described above, a signed medical certification may be required for each use of accrued sick leave. Reasonable medical certification of shall be required for sick leave use of more than 48 consecutive work hour's duration.

19.3.4 FMLA/CFRA/PDL:

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

19.4 Restoration of Accrued Sick Leave

When an employee separates from County employment, and returns to County employment within one year from the separation date, any accrued

sick leave remaining on account will be restored to the employee upon rehire, provided the accrued leave was not otherwise used, paid out or converted to service credit. If the termination date is in the middle of the pay period, end of pay period date will apply.

19.5 Sick Leave Conversion at Regular Retirement

Each employee who separates from County service on regular, non-disability retirement shall convert one hundred percent (100%) of unused sick leave remaining to each employee's credit at the time of retirement to retirement service credit as provided by Government Code Section 31641.03.

19.6 Sick Leave – Distribution at Death or Layoff

The County shall pay each employee who separates from County service by death (non-duty related) or layoff, the monetary equivalent of twenty-five percent (25%) of all unused sick leave remaining to such employee's credit as of the time of separation, computed on the basis of the employee's base hourly pay.

19.7 Sick Leave Distribution at Disability Retirement or Duty-Related Death

The County shall pay each employee separated from County service by a disability retirement or duty related death payment at such employee's base hourly rate for all unused sick leave remaining to such employee's credit as of the time of separation or duty related death. This section shall not apply to an employee separated from County service by a service retirement. The County shall not pay an employee under this Section for any sick leave hours donated to the employee by other employees under a catastrophic leave benefit.

19.8 Sick Leave – Payoff At Regular Retirement

For each employee who separates from County service on regular non- disability Retirement, who reaches 100% of retirement benefit allowed by law, and who is prevented by law from converting some or all of the employee's remaining unused sick leave to service credit under Section 19.4 (Sick Leave – Conversion at Regular Retirement), the County shall pay the employee the monetary equivalent of twenty-five percent (25%) of all unused sick leave remaining to

such employee's credit at the time of separation, computed on the basis of the employee's base hourly rate of pay.

19.9 Family Care and Medical Leave

19.9.1 Each eligible employee is entitled to family care and medical leave as provided by the Family and Medical Leave Act (FMLA) and the California Family Rights Act (CFRA), as amended. The leaves under FMLA and CFRA will run concurrently to the extent permitted by law.

19.9.2 FMLA/CFRA Eligibility

To be eligible for family care and medical leave, on the date on which leave is to begin, a full-time or part-time employee must have been employed by the County for at least twelve (12) months, which need not be consecutive, and have actually worked at least 1,250 hours of service during the twelve (12) month period immediately preceding the commencement of the leave.

19.9.3 Family Care And Medical Leave Entitlement

Subject to the provisions of the this MOU, County policy, and state and federal law, including the federal FMLA and the CFRA, an eligible employee is entitled to a total of twelve (12) workweeks of unpaid leave during any twelve (12) month period for any one or more, of the following reasons:

19.9.3.1 The birth of a child and to care for the newborn child (FMLA and CFRA);

19.9.3.2 The placement with the employee of a child for adoption or foster care and care for the newly placed child (FMLA and CFRA);

19.9.3.3 To care for the employee's child, parent, spouse, or registered domestic partner (CFRA only) who has a serious health condition. (Child is defined as biological, adopted, or foster child, stepchild, legal ward, or child of a person standing in loco parentis who is under 18 years of age or an adult dependent child. Parent is defined as biological, foster or

adoptive parent, stepparent, or legal guardian. Parent does not include a parent-in-law under this provision.)

19.9.3.4 Because of an employee's own serious health condition that makes the employee unable to perform the functions of the employee's position, except for disability on account of pregnancy, childbirth, or related medical conditions, which is covered by pregnancy disability leave. (Pregnancy disability counts toward only California Pregnancy Disability Leave (PDL) and FMLA leave.)

19.9.3.5 Because of any qualifying exigency arising out of the fact that the employee's spouse, son, daughter, or parent is a U.S. National Guard or Reserve member on active duty (or has been notified of an impending call or order to active duty status) in support of a contingency operation (FMLA only).

The twelve (12) month period for FMLA/CFRA purposes is determined by a "rolling" twelve (12) month period measured backwards from the date an employee first uses FMLA/CFRA leave.

19.9.4 Family Care And Medical Leave To Care For A Covered Service member With A Service Injury Or Illness

Subject to the provisions of this MOU, County policy, and state and federal law, including the FMLA, an eligible employee may take FMLA leave to care for a covered service member with a serious injury or illness if the employee is the spouse, son, daughter, parent, or next of kin of the service member. (This 12 month period used under FMLA/CFRA to determine sick leave eligibility is separate from the "annual period" defined in 19.3.1).

19.9.4.1 An eligible employee's entitlement under Section 19.9.4 is limited to a total of twenty-six (26) workweeks of leave during a single 12-month period to care for a covered service member with a serious injury or illness. The "single 12-month period" in which the 26-weeks-of-leave-entitlement described in this

begins on the first day an employee takes leave to care for the covered service member.

- 19.9.4.2 During the "single 12-month period" described above, an eligible employee's FMLA leave entitlement is limited to a combined total of twenty-six (26) workweeks of FMLA leave for any qualifying reason.

19.9.5 Pay Status And Benefits

- 19.9.5.1 Except as provided in this Article, the family care and medical leave will be unpaid. The County will, however, continue to provide County contributions toward the health plan premium during the period of family care and medical leave for up to twelve (12) work weeks on the same basis as coverage would have been provided had the employee not taken family care and medical leave. The employee will be required to continue to pay the employee's share of premium payments, if any.

- 19.9.5.2 Nothing in this Section shall preclude the use of medical or pregnancy disability leave in Section 15.6.1 (Medical/Pregnancy Disability Leave) when the employee is medically incapacitated or disabled. If an employee does not qualify for continued benefits under this Section 19.9 or Section 15.6.1 (Medical/Pregnancy Disability Leave) and the employee wishes to continue benefit coverage, then Section 15.6.2 (Continuation of Health Benefits Coverage) applies.

19.9.6 Relationship Of Family Care And Medical Leave To Other Leaves

Any leave of absence that qualifies as family care and medical leave and is designated as family care and medical leave will be counted as running concurrently with any other paid or unpaid leave to which the employee may be entitled for the same qualifying reason. Section 19.8.14 identifies accrued paid leave which an employee may be required to use concurrently with unpaid family care and medical leave.

19.9.7 Relationship To Pregnancy Disability Leave

The family care and medical leave provided under this section is in addition to any leave taken on account of disability due to pregnancy, childbirth, or related medical conditions for which an employee may be qualified under state law.

19.9.8 Notice To The County

19.9.8.1 The employee must provide written notice to the County as far in advance of the leave as possible and as soon as the employee reasonably knows of the need for the leave. If the need for the leave is foreseeable based on an expected birth, placement of a child for adoption or foster care or planned medical treatment, the notice must be provided at least 30 calendar days in advance of the leave, or if not reasonably known 30 calendar days before the leave, then as soon as reasonably practicable.

19.9.8.2 The written notice must inform the County of the reasons for the leave, the anticipated duration of the leave and the anticipated start of the leave.

19.9.8.3 The employee shall consult with the County and make a reasonable effort to schedule any planned medical treatment or supervision so as to minimize disruption to department operations.

19.9.9 Medical Certification

19.9.9.1 An employee's request for family care and medical leave to care for a child, a spouse, or a parent who has a serious health condition shall be supported by a certification issued by the health care provider of the individual requiring care. If additional leave is required after the expiration of the time originally estimated by the health care provider, the employee shall provide the County with recertification by the health care provider.

19.9.9.2 An employee's request for family care and medical leave because of employee's own serious health condition shall be supported by a certification issued by the employee's health care provider.

19.9.9.3 As a condition of an employee's return from leave taken because of the employee's own serious health condition, the employee is required to obtain certification from the employee's care provider that the employee is able to resume work.

19.9.9.4 Employees are required to use the medical certification forms available from the County Human Resources Department to meet the certification and recertification requirements of this section.

19.9.10 County's Response To Leave Request

It is the County's responsibility to designate leave, paid or unpaid, as family and medical leave-qualifying and to notify the employee of the designation.

19.9.11 Dual Parent Employment

Where both parents are County employees, allowable leave for the birth, adoption, or foster care placement of a child or the care of an employee's ill parent is limited to a total of twelve (12) work weeks in a 12-month period between the two employees. Their family care and medical leave entitlement is not limited or combined for any other qualifying purpose.

19.9.12 Employee's Status On Returning From Leave

Except as provided by law, on return from family care and medical leave, an employee is entitled to be returned to the same or equivalent position the employee held when leave commenced, or to an equivalent position with equivalent benefits, pay, and other terms and conditions of employment. An employee has no right to return to the same position. Use of family care and medical leave will not result in the

loss of any employment benefit that accrued prior to the start of an eligible employee's FMLA/CFRA leave.

19.9.13 FMLA/CFRA Procedures, Definitions, and Forms

A description of the required process and procedures to follow for intermittent leave and reduced leave schedules, forms to use when requesting family care and medical leave, and applicable definitions are included in the County Medical Leave Policy and found on the County Human Resources Department website, and are available from the Human Resources Department.

19.9.14 Leaves of Absence Without Pay Usage Reference Table

Employees will be required to use accrued paid leaves before a leave of absence without pay as shown in the following table:

MOU Section	Sick	Vacation	CTO	Comment
During the employee's own incapacity due to illness or injury.	Yes. You may keep 40 hrs.	No	No	
During the time needed by the employee to undergo medical or dental treatment or examination.	Yes. You may keep 40 hrs.	No	No	
When a woman employee is disabled by pregnancy.	Yes. You may keep 40 hrs.	No	No	
When the employee's family member is incapacitated by illness/injury and the employee must care for him/her or for care, exam or treatment of a family member.*	Yes. You may keep 40 hrs.	Yes	Yes	You may keep 40 hours in any combination of Vacation & CTO
Section 19.9.3 Non-sick FMLA/CFRA** qualifying event (e.g., child bonding leave)	No	No	No	See Section 15.6
Approved undisclosed reason or	No	Yes	Yes	Must use all

MOU Section	Sick	Vacation	CTO	Comment
extended vacation				Vac. & /CTO

*In the event an employee is eligible to receive Paid Family Leave to care for the serious health condition of a family member or to bond with a new child, they will not be required to use sick, vacation or CTO time, while receiving that benefit.

**Family and Medical Leave Act (FMLA)/California Family rights Act (CFRA)

19.9.15 This Section 19.9 shall be interpreted as the legal minimum family care and medical leave available to eligible employees. The County may grant additional leave without pay under this Section (19.9) provided it is consistent with the applicable provisions of the Sonoma County Civil Service Rules, County leave policies, and other provisions of this memorandum.

19.10 Paid Parental Leave

19.10.1 Eligibility

Effective 10/1/2018, any permanent or probationary employee who has been continuously employed by the County for at least 12 months prior to the start of the leave shall be eligible for Paid Parental Leave (PPL) prior to use within 12 months of the following events:

- Birth of a child of the employee, the employee's spouse, or the employee's registered domestic partner.
- Placement of a child with the employee's family for adoption or foster care.

For the purposes of PPL, the definition of "parent" and "child" are as defined by the California Family Rights Act.

19.10.2 Benefits and Use

Eligible employees shall be granted 320 PPL hours to use within 12 months of the qualifying event. Part-time employees shall be eligible for a pro-rated number of PPL hours based on allocated FTE.

PPL is based on a rolling 12 month calendar. No more than 320 PPL hours may be used in any 12 month period.

PPL is based on the employee's hourly wage plus cash allowance. It is considered "paid status" for the purposes of merit, seniority, premiums, vacation and sick leave accrual, and County benefit eligibility and contributions.

PPL is pensionable and counts towards retirement service credit.

PPL may be used in a block of continuous time or as intermittent leaves arranged in advance. Unless approved by the Director of Human Resources, PPL cannot be used retroactively.

Use of PPL shall not be cause for an employee to lose his/her current assignment on a permanent basis; however, assignments may be altered to accommodate the employee's or departments operational needs when working a reduced schedule.

An employee in a disability period following birth of a child must use sick leave down to 40 hours before using PPL.

19.10.3 Coordination of Benefits & Leaves

PPL can be fully integrated with any short-term disability or California Paid Family Leave program. STD and PFL will not reduce PPL leave entitlement. For time covered by FMLA/CFRA job protected leave for bonding, PPL must be used prior to other accrued leave or Leave without Pay. If an employees has

exhausted FMLA/CFRA entitlements for reasons other than bonding, PPL must be used prior to Leave without Pay for arranged leaves for the purpose of bonding. PPL does not need to be used when an employee is on leave for reasons other than bonding. To the extent FRA leave is available, it will run concurrently with PPL.

19.10.4 Implementation

For qualifying events occurring after 10/1/2017, PPL may be applied to any remaining CFRA eligible bonding hours still available to the employee after the program effective date.

ARTICLE 26 – STAFF DEVELOPMENT/WELLNESS

26.1 Staff Development/Wellness Benefit Allowance

Full-time and part-time employees in permanently allocated positions are eligible for Staff Development/~~—and—~~Wellness Benefit Allowance Reimbursement.~~—An eligible employee may request reimbursement—~~for allowable expenses, ~~upon approval of the appointing authority, and~~ as defined in the County's on-line Staff Development/Wellness Benefit Allowance Program guidelines.~~Administrative Manual.~~

The annual Staff Development and Wellness benefit allowance amounts are outlined in the chart below:

Bargaining Unit	Full Time Allowance	Part Time Allowance
Non-Supervisory (0055)	\$850	\$425
Supervisory (56)	\$940	\$490

~~Effective upon adoption by the Board of the 2016-2018 MOU, for expenditures made on or after the date of adoption, total funds per fiscal year can be used for Staff Development and/or Wellness expenditures. Unused~~ Funds may not be carried over into the next fiscal year. Use of funds is subject to ~~approval and provisions of~~ the Staff Development Benefit

Allowance Program ~~Administrative Manual guidelines~~ and ~~reimbursements~~ may be taxable pursuant to the Internal Revenue Code.

- 26.2 ~~Staff Development and Wellness Benefit Allowance Reimbursement Program~~
The Department of Human Resources shall develop, modify, implement and administer administrative/programmatic guidelines available on-line, to remain in compliance with IRS regulations., ~~based on the County's Staff Development and Wellness Benefit Allowance Administrative Manual.~~

~~26.3 Reimbursement~~

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

26.34 Non-Grievable

Article 26 of this MOU shall not be grievable or appealable under any County Policy, resolution, rule or contract provision.

**ARTICLE 29 - FULL UNDERSTANDING, MODIFICATION,
ACKNOWLEDGMENT**

~~29.8 Favored Nation Clause Reopener~~

~~— If, during the term of this extension another bargaining unit other than 49 (Board of Supervisors), 50 (Administrative Management), and 52 (Department Heads) receives an increase or improvement in compensation or other economic benefits that is greater than agreed to by SCPDIA, the County agrees to open the MOU and meet and confer with SCPDIA on the subject of compensation.~~

29.8 Retirement Security Labor Management Committee

After the effective date of the parties' successor MOU and during the timeline specified below, the County and the SCPDIA 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 one (1) SCPDIA member and six (6) management representatives. SCPDIA members will be permitted time off without loss of compensation or other benefits when formally meeting or engaging in mutually agreed upon preparation or caucus time.

The County and the SCPDIA 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 SCPDIA 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.

(NEW) ARTICLE 34-ASSOCIATION RIGHTS

34.1 Employee Lists

The County will provide the Association with a bi-weekly data run of the names, class titles, departments, home address, and work locations of all employees within the bargaining units covered by this Memorandum of Understanding. The Association recognizes and respects the legal right of each employee to the employee's privacy and agrees not to use any information obtained pursuant to these provisions for any reason not authorized by law, or to allow others to use the information for commercial gain, nor in any manner that would violate those rights. With respect to this promise, the Association agrees to indemnify, defend and hold

harmless the County, its officers, employees, and agents, from any claim, liability, or damage arising from the Association's breach of its duty under this Section (34.1).

34.2 New Employee Orientation

- A. The County shall notify new employees hired into the bargaining unit represented by the Association that the Association is the recognized employee organization for the employee's classification. Within 30 days of hire into the bargaining unit, one Association representative shall have the opportunity to make a 30-minute presentation at each new employee orientation program presented by the County Human Resources Department. In addition, the Association shall have the opportunity to make a 10-minute presentation at each new employee orientation program presented by any department orientation program (not to include payroll sign-ups). The County shall notify the Association of an employee orientation at least ten (10) calendar days in advance, except that a shorter notice may be provided in specific instance where there is an urgent need critical to the County's operations that was not reasonably foreseeable. In addition, the County shall provide the Association with an electronic list of expected participants at least 72 hours in advance of the employee orientation. Each new employee shall receive a copy of the Association's standard introductory packet, copies of which shall be provided by the Association.
- B. The County shall provide the Association a copy of the sign-in sheet, including the bargaining unit, within five (5) business days after each new employee orientation program presented by the County Human Resources Department.
- C. Within 90 days of hire into the bargaining unit, an employee who does not attend the orientation program presented by the County Human Resources Department, upon the Association's request shall be authorized for County release time to attend a 30-minute make-up session with an Association representative during regular working hours onsite.

D. One Association designee shall be granted 30 minutes County release time plus reasonable release time for necessary travel to present on the Association's behalf at the orientation program conducted by the County Human Resources Department or make-up sessions.

E. County management/designees shall be absent from the room during any orientation program or make-up sessions conducted by the Association with employees.

**Appendix A-1
Salary Adjustment Table**

Job Code #	Job Title	Job Code	Unit	Current A Step Rate	Salary Adjustment Percentage	Total Salary Adjustment Effective 1/28/2020
4180	SENIOR PUBLIC DEFENDER INVESTIGATOR	4180-SRPDINVESTG	0056	\$ 48.21	0.70%	\$ 0.34
4193	PUBLIC DEFENDER INVESTIGATOR I	4193-PDINVESTI	0055	\$ 37.01	0.70%	\$ 0.26
4196	PUBLIC DEFENDER INVESTIGATOR II	4196-PDINVESTII	0055	\$ 42.44	0.70%	\$ 0.30

**Appendix A
Salary Tables**

Unit 0056 - Supervisory - Sonoma County Public Defender Investigators' Association
Effective February 11, 2020 (2.85% COLA)

Job Code #	Job Title	Job Code	A Step (Hourly)	I Step (Hourly)	Minimum (Monthly)	Maximum (Monthly)
4180	SENIOR PUBLIC DEFENDER INVESTIGATOR	4180-SRPDINVESTG	\$ 50.90	\$ 61.88	\$ 8,853	\$ 10,763

Unit 0055 - Non-Supervisory - Sonoma County Public Defender Investigators' Association
Effective February 11, 2020 (2.85% COLA)

Job Code #	Job Title	Job Code	A Step (Hourly)	I Step (Hourly)	Minimum (Monthly)	Maximum (Monthly)
4193	PUBLIC DEFENDER INVESTIGATOR I	4193-PDINVESTI	\$ 39.30	\$ 47.78	\$ 6,835	\$ 8,310
4196	PUBLIC DEFENDER INVESTIGATOR II	4196-PDINVESTII	\$ 44.94	\$ 54.63	\$ 7,816	\$ 9,502

Unit 0056 - Supervisory - Sonoma County Public Defender Investigators' Association
Effective June 2, 2020 (2.85% COLA)

Job Code #	Job Title	Job Code	A Step (Hourly)	I Step (Hourly)	Minimum (Monthly)	Maximum (Monthly)
4180	SENIOR PUBLIC DEFENDER INVESTIGATOR	4180-SRPDINVESTG	\$ 53.34	\$ 64.84	\$ 9,277	\$ 11,277

Unit 0055 - Non-Supervisory - Sonoma County Public Defender Investigators' Association
Effective June 2, 2020 (2.85% COLA)

Job Code #	Job Title	Job Code	A Step (Hourly)	I Step (Hourly)	Minimum (Monthly)	Maximum (Monthly)
4193	PUBLIC DEFENDER INVESTIGATOR I	4193-PDINVESTI	\$ 41.41	\$ 50.33	\$ 7,202	\$ 8,754
4196	PUBLIC DEFENDER INVESTIGATOR II	4196-PDINVESTII	\$ 47.20	\$ 57.37	\$ 8,209	\$ 9,978

Janie Carduff
2-3-20

Matthew Byrne
2/3/20

VOID

Appendix A-1
Salary Adjustment Table

Job Code #	Job Title	Job Code	Unit	Current A Step Rate	Salary Adjustment Percentage	Total Salary Adjustment Effective 1/28/2020
4180	SENIOR PUBLIC DEFENDER INVESTIGATOR	4180-SRPDINVESTG	0056	\$ 48.21	0.70%	\$ 0.34
4193	PUBLIC DEFENDER INVESTIGATOR I	4193-PDINVESTI	0055	\$ 37.01	0.70%	\$ 0.26
4196	PUBLIC DEFENDER INVESTIGATOR II	4196-PDINVESTII	0055	\$ 42.44	0.70%	\$ 0.30

Appendix A
Salary Tables

Unit 0056 - Supervisory - Sonoma County Deputy Public Defender Attorney's Association
Effective January 28, 2020 (2.85% COLA)

Job Code #	Job Title	Job Code	A Step (Hourly)	I Step (Hourly)	Minimum (Monthly)	Maximum (Monthly)
4180	SENIOR PUBLIC DEFENDER INVESTIGATOR	4180-SRPDINVESTG	\$ 50.90	\$ 61.88	\$ 8,853	\$ 10,763

Unit 0055 - Non-Supervisory - Sonoma County Deputy Public Defender Attorney's Association
Effective January 28, 2020 (2.85% COLA)

Job Code #	Job Title	Job Code	A Step (Hourly)	I Step (Hourly)	Minimum (Monthly)	Maximum (Monthly)
4193	PUBLIC DEFENDER INVESTIGATOR I	4193-PDINVESTI	\$ 39.30	\$ 47.78	\$ 6,835	\$ 8,310
4196	PUBLIC DEFENDER INVESTIGATOR II	4196-PDINVESTII	\$ 44.94	\$ 54.63	\$ 7,816	\$ 9,502

Unit 0056 - Supervisory - Sonoma County Deputy Public Defender Attorney's Association
Effective June 2, 2020 (2.85% COLA)

Job Code #	Job Title	Job Code	A Step (Hourly)	I Step (Hourly)	Minimum (Monthly)	Maximum (Monthly)
4180	SENIOR PUBLIC DEFENDER INVESTIGATOR	4180-SRPDINVESTG	\$ 53.69	\$ 65.26	\$ 9,338	\$ 11,350

Unit 0055 - Non-Supervisory - Sonoma County Deputy Public Defender Attorney's Association
Effective June 2, 2020 (2.85% COLA)

Job Code #	Job Title	Job Code	A Step (Hourly)	I Step (Hourly)	Minimum (Monthly)	Maximum (Monthly)
4193	PUBLIC DEFENDER INVESTIGATOR I	4193-PDINVESTI	\$ 41.67	\$ 50.65	\$ 7,248	\$ 8,809
4196	PUBLIC DEFENDER INVESTIGATOR II	4196-PDINVESTII	\$ 47.51	\$ 57.75	\$ 8,263	\$ 10,044

Jamie Carduff
2-3-20

Math Byrne
2/3/20