



















































































































































































































































SUPERVISOR'S DECISION:

SIGNATURE:

DATE:

**STEP III** IF THE GRIEVANCE WAS NOT RESOLVED AT STEP II, THE ASSOCIATION MAY APPEAL THE DECISION TO THE NEXT HIGHER LEVEL OF SUPERVISION (IDENTIFIED BY THE DEPARTMENT HEAD) AND TO THE DEPARTMENT HEAD, WITH A COPY TO THE EMPLOYEE RELATIONS MANAGER WITHIN **SEVEN (7)** DAYS AFTER RECEIPT OF THE WRITTEN RESPONSE AT STEP II. 30.9.

DATE OF APPEAL:

EMPLOYEE'S SIGNATURE:

DEPARTMENT HEAD'S RESPONSE:

Signature:

Date:

**STEP IV**

IF THE GRIEVANCE WAS NOT SETTLED AT STEP III, THE ASSOCIATION MAY APPEAL THE DEPARTMENT HEAD'S DECISION IN WRITING WITHIN **FIFTEEN (15)** DAYS TO THE GRIEVANCE APPEALS COMMITTEE IN CARE OF THE **HUMAN RESOURCES DIRECTOR** *(If more space is needed, use additional paper).*

**APPENDIX C**

**SCLEA**

**MEMORANDUM OF UNDERSTANDING  
GRIEVANCE FORM**

For use only to process a grievance under the Grievance Procedure established in Article 30 of the Sonoma County <b>Law Enforcement</b> Association Memorandum of Understanding for employees in the Law Enforcement and Corrections/Probation Supervisory and Non-supervisory bargaining units.	
NAME	JOB CLASSIFICATION
DEPARTMENT/DIVISION	
ASSOCIATION	
<p><b>STEP I</b></p> <p>AN INFORMAL DISCUSSION WITH YOUR IMMEDIATE SUPERVISOR</p> <p>Before completing the remainder of this form, an informal discussion with your immediate supervisor must take place within <b>ten (10)</b> days from the date of the action causing the grievance. (Section 30.6)</p>	
SUPERVISOR'S NAME	TITLE
DATE DISCUSSION HELD	DATE OF SUPERVISOR'S RESPONSE
<p><b>STEP II</b></p> <p>IF THE GRIEVANCE WAS NOT RESOLVED AT STEP I, STATE IT IN WRITING AT THIS STEP AND SUBMIT THIS FORM TO YOUR IMMEDIATE SUPERVISOR WITH A COPY TO THE COUNTY'S EMPLOYEE RELATIONS MANAGER WITHIN <b>FIVE (5)</b> DAYS AFTER RECEIPT OF THE IMMEDIATE SUPERVISOR'S RESPONSE FROM STEP I. (Section 30.7)</p>	
DESCRIBE GRIEVANCE (If more space is needed, use additional paper.)	
DATE(S) OF INCIDENT(S)	
M.O.U. ARTICLE VIOLATED	
REQUESTED SOLUTION	
EMPLOYEE'S SIGNATURE	DATE

SUPERVISOR'S DEICSION

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**STEP III**

IF THE GRIEVANCE WAS NOT RESOLVED AT STEP II, THE ASSOCIATION MAY APPEAL THE DECISION TO THE NEXT HIGHER LEVEL OF SUPERVISION (IDENTIFIED BY THE DEPARTMENT HEAD) AND TO THE DEPARTMENT HEAD, WITH A COPY TO THE EMPLOYEE RELATIONS MANAGER WITHIN **SEVEN (7)** DAYS AFTER RECEIPT OF TEH WRITTEN RESPONSE AT STEP II. (30.9)

DATE OF APPEAL

EMPLOYEE'S SIGNATURE

DEPARTMENT HEAD'S RESPONSE

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

If the grievance was not settled at Step III, contact your Association representative regarding an appeal option.

## APPENDIX D

### DOMESTIC PARTNER DEFINED

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 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.



**APPENDIX E**

WELFARE FRAUD INVESTIGATOR CLASS SERIES

1. During the term of the 2016-2018 Memorandum of Understanding, the County will conduct an analysis to determine the appropriate salary and ongoing salary administration for the Welfare Fraud Investigator class series. The analysis will be conducted in accordance with the County's compensation philosophy. The analysis will include an internal comparison of the Welfare Fraud Investigator duties, responsibilities, and scope of work to the other Sonoma County criminal investigator classifications. The County will meet with SCLEA to review the findings. Any recommendations issued by the study will be addressed during negotiations for the successor contract.
2. This Side Letter sets forth the full and entire understanding of the parties regarding the matters set forth herein. Any other prior or existing understanding or agreements by the parties whether formal or informal regarding any such matters are hereby superseded or terminated in their entirety.
3. SCLEA agrees that the County has met its obligation to meet and confer on the contents of this Side Letter.
4. No agreement, understanding, variation, waiver of modification of any of the terms or provisions contained herein shall in any manner be binding upon the parties hereto unless made and executed in writing by the parties hereto and, if required, approved and implemented by the County's Board of Supervisors.
5. The waiver of any breach, term or condition of this Side Letter by either party shall not constitute a precedent in the future enforcement of all its terms and provisions.

FOR THE COUNTY:

FOR SCLEA:

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Richard C. Bolanos, Chief Negotiator

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Dennis Wallach, Chief Negotiator

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Richard Walker, SCLEA President

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