Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California, Approving The Memorandum Of Understanding Between the County of Sonoma And The Engineers and Scientist of California, Local 20, For The Period of September 13, 2016 Through March 26, 2018

Whereas, Engineers and Scientists of California, Local 20 (ESC) is a recognized employee organization representing health professionals in bargaining unit 75; and

Whereas, the County met and conferred with representatives of ESC to negotiate a successor Memorandum of Understanding (MOU); and

Whereas, the County and ESC negotiators have reached a tentative agreement on the terms of a successor MOU (Attachment A); and

Whereas, the ESC membership ratified the terms of the tentative agreement to be recommended to the Board of Supervisors for approval; and

Whereas, the terms and conditions of the tentative agreements are within the prescribed authority of this Board; and

Whereas, the County has satisfied its obligation under Government Code Section 3505 and the County Employee Relations Policy to meet and confer over the terms and conditions of employment contained in the recommended successor MOU; and

Whereas, the Board has met all legal requirements under Government Code Sections 23026, 31515.5, 7507, and 31516; and

Whereas, the Board proposed changes to the ESC MOU do not include changes in retirement benefits or other postemployment benefits; and

Whereas, written confirmation of the Board’s compliance with Government Code Sections 31515.5 and 23026 from Segal Company is included in Attachment B and incorporated by reference herein,
Now, Therefore, Be It Resolved that this Board hereby approves the Tentative Agreements (Attachment A) setting the terms and conditions of the successor MOU between the County and the ESC, which is attached and incorporated by reference herein.

Be It Further Resolved that the Director of Human Resources has the authority to incorporate the Tentative Agreement language into a final MOU document.

Be It Further Resolved that the terms and conditions of the MOU shall be in full force and effect from September 13, 2016 through March 26, 2018, except as specified otherwise in the MOU.

Be It Finally Resolved that the County Administrator, Director of Human Resources, and Auditor-Controller-Treasurer-Tax Collector have the authority to take any necessary administrative actions to implement the provisions of this resolution, including the authority to execute administrative changes to plan documents and MOUs as needed and/or make corrections of a non-financial nature.

Supervisors:


Ayes: 4  Noes: 0  Absent: 1  Abstain: 0

So Ordered.
TENTATIVE AGREEMENT BETWEEN
COUNTY OF SONOMA AND
ENGINEERS AND SCIENTISTS OF CALIFORNIA LOCAL 20
2016-2018

The following document contains Tentative the Agreement between the County of Sonoma ("County") and the Engineers and Scientists of California Local 20 ("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.

Upon Union ratification and Board approval, this Agreement will amend the MOU between the parties dated January 14, 2014 – February 29, 2016.

The amended MOU shall supersede the Memoranda of Understanding that expired on February 29, 2016. Language in the MOU and existing side letters not amended by this Tentative Agreement will remain unchanged. The parties agree that any and all Tentative Agreements are hereby incorporated. Any outstanding proposals not agreed to are hereby withdrawn by the parties.

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

FOR THE COUNTY

[Signature]
Date: August 30, 2016
Approved:

FOR THE UNION

[Signature]
Date: 8/30/16
Ratified:
ARTICLE 1: PREAMBLE

This Memorandum of Understanding between the duly appointed representatives of Sonoma County, referred to as “County,” and the Engineers and Scientists of California Local 20, International Federation of Professional and Technical Engineers, AFL-CIO & CLC, hereinafter referred to as “ESC” or “Union,” summarizes the agreement of each concerning wages, hours and other terms and conditions of employment for 2013-2016. The parties jointly agree to recommend to County Board of Supervisors the adoption of the Memorandum of Understanding, effective January 14, 2014 (date of Board adoption) unless otherwise specified. This Memorandum of Understanding shall apply only to those classifications listed within the bargaining unit under Article 3 Recognition.

ARTICLE 4: TERM OF MEMORANDUM

4.1 This Memorandum of Understanding 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 parties agree that all changes from the 2013-2016 Memorandum of Understanding contained herein will become effective January 14, 2014 (date of Board adoption) upon adoption by the Board of Supervisors unless otherwise specified. This Memorandum will expire and otherwise be fully terminated by 11:59 pm on February 29, 2016.

4.2 In the event the Union or the County desire to negotiate a successor Memorandum of Understanding, it shall serve on the other party by October 2, 2015 (date), its written request to commence negotiations for any successor Memorandum of Understanding.

ARTICLE 5: SALARIES

5.3 Salary Increases

Effective with the first full pay period that begins December 9, 2014 (date), following Board of Supervisors’ adoption of this successor MOU, the County shall increase by one percent three percent (1%-3%) the A-I steps of each scale in the Salary Table specified in Appendix A.

Effective with the first full pay period that begins July 7, 2015 (date), the County shall increase by two percent three percent (2%-3%) the A-I steps of each scale in the Salary Table specified in Appendix A.
TENTATIVE AGREEMENT BETWEEN  
COUNTY OF SONOMA AND  
ENGINEERS AND SCIENTISTS OF CALIFORNIA LOCAL 20  
2016-2018

ARTICLE 6: HOURS OF WORK AND OVERTIME

6.3 County Work Schedules – Flex-Time And Alternative Work Schedules

6.3.3 Incidental Flex Time

An employee may request, and a supervisor may approve, incidental flex time in which an employee works variable work hours with corresponding flex hours off. All requests and approvals shall be in writing. Non-exempt employees must take all flex hours off within the forty (40) hour work week in which the variable hours are worked, and exempt employees must take all flex hours off within the eighty (80) hour pay period in which the variable hours are worked. Employees who participate in an incidental flex time arrangement shall waive daily overtime for the time designated as flex time worked. A supervisor cannot require the use of flex time in lieu of overtime or accrual of compensatory time.

6.11 Overtime Required And Authorized

The County may require or authorize an employee to work overtime if the overtime work is necessary in the judgment of the County. No employee shall work overtime unless authorized by the employee’s supervisor. Prior authorization for overtime is normally required, except in cases of urgent client service. In such cases the employee shall request supervisory approval no later than the next business day.

6.14 Employee Choice

The employee assigned to overtime shall make an irrevocable choice each time assigned to overtime whether to be compensated in cash or compensatory time until the employee has accrued credit for a maximum of forty (40) hours of compensatory time.

6.17 Approval For Compensatory Time Off

No employee shall take compensatory time off without prior approval of the employee’s appointing authority. The appointing authority shall attempt to schedule such time off at the time agreeable to the employee. An employee shall be permitted to use accrued CTO within a reasonable period after making the request for time off, unless use of the CTO will unduly disrupt the operations of the agency.

ARTICLE 7: STAFF DEVELOPMENT & WELLNESS

7.1 Staff Development & Wellness Benefit Allowance

Each full and part-time employee in the bargaining unit shall be entitled to a Staff Development/Wellness Benefit Allowance. Eligible employees may request reimbursement for allowable expenses, upon approval of the appointing authority, and as defined in the County’s Staff Development/Wellness Benefit Allowance Program; Administrative Manual.
7.1.1 **Staff Development/Wellness Benefit Allowance – Amounts Program**

The annual Staff Development/Wellness Benefit Allowance and carry-over amount will be provided to all full and part-time eligible employees as specified in the following table:

<table>
<thead>
<tr>
<th>Employee Status</th>
<th>Benefit, Effective September 13, 2016</th>
<th>Carry-Over Allowed</th>
<th>Maximum Benefit And Rollover</th>
</tr>
</thead>
<tbody>
<tr>
<td>Full-Time (.075 and above)</td>
<td>$600,850</td>
<td>$400</td>
<td>$1,000</td>
</tr>
<tr>
<td>Part-Time (less than 0.75 FTE)</td>
<td>$300,425</td>
<td>$200</td>
<td>$500</td>
</tr>
</tbody>
</table>

Effective September 13, 2016, total funds per fiscal year can be used for Staff Development and/or Wellness expenditures. Funds may not be carried over into the next fiscal year, except that any carryover from FY 15/16 may be used in FY 16/17. Use of funds are subject to approval and provisions of the Carryover funds shall not be cumulative. Details of this program are described in the County's Staff Development Benefit Allowance Program, Administrative Manual and may be taxable pursuant to the Internal Revenue Code.

Effective September 13, 2016, benefit balances will be brought to $850 for full time and $425 for part-time, (plus carryover amounts from FY 15/16, minus amounts already spent between July 1, 2016 and September 12, 2016). Remaining funds may be used towards reimbursement for allowable Staff Development and Wellness Benefit. Reimbursement of expenses will be based on the MOU in effect on the purchase date.

7.1.2 **Computer Hardware And Mobile Devices**

Up to $250 of the Staff Development/Wellness Benefit Allowance may be used towards reimbursement for the purchase of computer hardware and mobile devices once every two (2) years, 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 this Program. The use and approval of all computer hardware, and mobile devices is subject to review by the department head (or a senior manager designee) 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 reimbursements 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...
TENTATIVE AGREEMENT BETWEEN
COUNTY OF SONOMA AND
ENGINEERS AND SCIENTISTS OF CALIFORNIA LOCAL 20
2016-2018

Together with other staff development training and educational priorities required by the department head.

7.1.3 Physical Fitness/Wellness

Up to $250 of the total annual Staff Development Benefit Allowance is available for wellness-related expenses, such as reimbursement of regular fitness program costs, weight reduction and smoking cessation programs (including patches). An eligible employee may request reimbursement for allowable expenses, upon approval of the appointing authority, and as defined in the County’s Staff Development Benefit Allowance Program Administrative Plan Manual.

ARTICLE 8: LEAVES OF ABSENCE

8.1 Vacation

Each employee shall accrue and may use vacation leave with full pay providing that the maximum accumulation shall be no more than two hundred eighty (280) working hours. For fiscal year 2016-2017 the term of the 2016-2018 contract, the vacation accrual cap will be temporarily increased to 300 hours. Any accrued hours above the 280 cap will have no cash out value, and the Union and employees waive any right to vacation pay under Labor Code 227.3 for all accrued vacation hours over 280 hours in an employee’s vacation accrual bank. The cap will return to 280 hours effective the first pay period following expiration of the contract, and any remaining hours above 280 in an employee’s accrual bank shall be forfeited. Upon expiration of the 2016-2018 contract, this provision will sunset and employees will not accrue any additional vacation hours until their accrued hours falls below the cap of 280 hours.

8.3 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 paid status excluding overtime. Rates shown below will be adjusted to reflect any unpaid time in each pay period.

<table>
<thead>
<tr>
<th>YEARS OF COMPLETED</th>
<th>IN-SERVICE HOURS OF</th>
<th>RATE FOR 80 HOURS</th>
<th>MAXIMUM ACCUMULATED</th>
</tr>
</thead>
<tbody>
<tr>
<td>Full-Time Service</td>
<td>Completed Service</td>
<td></td>
<td></td>
</tr>
<tr>
<td>0 through 2 years</td>
<td>0 to 4,173</td>
<td>3.07</td>
<td>280</td>
</tr>
<tr>
<td>2 through 3 years</td>
<td>4,174 to 6,260</td>
<td>3.68</td>
<td>280</td>
</tr>
<tr>
<td>3 through 4 years</td>
<td>6,261 to 8,347</td>
<td>3.99</td>
<td>280</td>
</tr>
<tr>
<td>4 through 5 years</td>
<td>8,348 to 10,434</td>
<td>4.29</td>
<td>280</td>
</tr>
<tr>
<td>5 through 10 years</td>
<td>10,435 to 20,870</td>
<td>4.60</td>
<td>280</td>
</tr>
<tr>
<td>10 through 15 years</td>
<td>20,871 to 31,305</td>
<td>5.83</td>
<td>280</td>
</tr>
</tbody>
</table>
Effective July 1, 2014, for 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 paid status excluding overtime. Rates shown below will be adjusted to reflect any unpaid time in each pay period.

<table>
<thead>
<tr>
<th>YEARS OF COMPLETED</th>
<th>IN-SERVICE HOURS OF</th>
<th>RATE FOR 80 HOURS</th>
<th>MAXIMUM ACCUMULATED</th>
</tr>
</thead>
<tbody>
<tr>
<td>FULL-TIME SERVICE</td>
<td>COMPLETED SERVICE</td>
<td></td>
<td></td>
</tr>
<tr>
<td>0 through 2 years</td>
<td>0 to 4,173</td>
<td>3.72</td>
<td>280</td>
</tr>
<tr>
<td>2 through 3 years</td>
<td>4,174 to 6,260</td>
<td>4.33</td>
<td>280</td>
</tr>
<tr>
<td>3 through 4 years</td>
<td>6,261 to 8,347</td>
<td>4.64</td>
<td>280</td>
</tr>
<tr>
<td>4 through 5 years</td>
<td>8,348 to 10,434</td>
<td>4.94</td>
<td>280</td>
</tr>
<tr>
<td>5 through 10 years</td>
<td>10,435 to 20,870</td>
<td>5.25</td>
<td>280</td>
</tr>
<tr>
<td>10 through 15 years</td>
<td>20,871 to 31,305</td>
<td>6.48</td>
<td>280</td>
</tr>
<tr>
<td>15 through 20 years</td>
<td>31,306 to 41,741</td>
<td>7.09</td>
<td>280</td>
</tr>
<tr>
<td>20 through 25 years</td>
<td>41,742 to 52,177</td>
<td>7.70</td>
<td>280</td>
</tr>
<tr>
<td>25 or greater years</td>
<td>52,178 or more</td>
<td>8.01</td>
<td>280</td>
</tr>
</tbody>
</table>

8.10 **Holiday Compensation**

a) **Full-Time Employees**

A full-time employee whose assigned work schedule does not include either the date-specific holiday or the County observed holiday, shall observe the holiday (and not work) on one of the employee’s regularly scheduled work days during (1) the same pay period as the County observed holiday, (2) the week-pay period before the pay period including the County observed holiday, or (3) the week-pay period after the pay period including the County observed holiday. All other full-time employees whose regular assigned work schedule includes the date-specific holiday or the County observed holiday shall receive their regular eight (8) hours at their base hourly rate of pay. An employee who actually works on either the date-specific holiday or the County observed holiday listed in Section 8.7 shall be compensated for the hours actually worked. An employee who works on both the scheduled holiday and the County observed holiday shall elect which day shall be compensated at the overtime rate. However, only one day shall be compensated at the overtime rate.
This paid holiday benefit shall be reduced proportionally by any unpaid time in the pay period in which the holiday falls.

b) Part-Time Employees
Any part-time employee shall, for each holiday in the pay period, receive holiday pay equivalent to one-tenth (1/10th) of an hour for each hour regularly scheduled to be worked based on the employee's ongoing work schedule. If the employee's total hours in paid status (excluding the holiday benefit) exceed the hours regularly scheduled to be worked, the employee shall receive holiday pay equivalent to one-tenth (1/10th) of an hour for each hour in paid status (excluding the holiday benefit). This holiday pay shall not exceed eight hours for each holiday. A part-time employee employed before June 26, 2001, who worked a regular schedule of less than thirty-two (32) hours per pay period shall continue to receive a minimum holiday benefit of 3.2 hours for each holiday in the pay period, until such time the employee's regular schedule is changed to thirty-two (32) hours or more or a break in service occurs. Upon approval of the appointing authority, a part-time employee may elect to accrue compensatory time in lieu of holiday pay only when the holiday pay status creates hours in excess of the employee's regular allocated full time equivalent. Holiday accrued as compensatory time will not count as In-Service nor affect the accruals or pro-ration of benefits until used in a later pay period.

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

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

8.12 Sick Leave Usage
Earned sick leave credits may, with the approval of the department head, be used by the employee for the following purposes as outlined below:

8.12.1 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 Family Member: For diagnosis, care or treatment of a health condition of, or preventative care for the employee family member. For leave under this section 8.12.1, “family member” is defined as a:

1. child (defined as biological, adopted, or foster child, stepchild, legal ward, or a child to whom the employee stands in place of a parent, regardless of age or dependency status);

2. parent (defined as a biological, foster, or adoptive parent, step parent, a legal guardian, or other person who stood in place of a parent to the employee or the employee’s spouse or domestic partner when the employee was a child. A biological or legal relationship is not necessary for a person to have stood in place of a parent to the employee as a child.)

3. employee’s spouse or registered domestic partner, as defined in Article 2 of the MOU;

4. grandparent, grandchild, or sibling of the employee or the employee’s spouse or registered domestic partner, as defined in Article 2 of the MOU.

Sick leave use for family members listed in this section (8.12(c)) 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 as in described in this section 8.12.1, to attend to the illness of a child, parent, spouse, or domestic partner (as described above). 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 8.13 Documentation Requirements.

8.12.2 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 pregnancy disability leave (PDL) under the Fair Employment and Housing Act (FEHA), earned sick leave credits may, with the approval of the Department Head, be used by an employee as follows:

a) Employee Illness: During the employee's own incapacity due to illness or injury;

b) Employee Treatment or Examination: During the time needed by the employee to undergo medical or dental treatment or examination;

c) Disabled by Pregnancy: When a woman employee is disabled by pregnancy, which means that in the opinion of her health care provider, she is unable because of pregnancy to work at all or is unable to perform any one or more of the essential functions of her job or to perform these functions without undue risk to herself, the successful completion of her pregnancy, or to other persons; or, if, in the opinion of her health care provider, she is suffering from any of the conditions listed in California Code of Regulations, Title 2, Section 7291.2(f).

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

Child is defined as biological, adopted, or foster child, stepchild, legal ward, or a child to whom 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(f) and (l).

Parent for purposes of this section is defined as biological, foster, or adoptive parent, stepparent, a legal guardian, or other person who stood in the place of a parent (in loco parentis) to the employee when the employee was a child. A biological or legal relationship is not necessary for a person to have stood in the place of a parent (in loco parentis) to the employee as a child.

Sick leave under this paragraph 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.
For FMLA/CFRA qualifying events to care for a covered family member incapacitated by injury or illness, 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 8.21 – Family Care and Medical Leave Under FMLA/CFRA.

8.13 Sick Leave – Required Documentation

8.13.1 Annual Period: “Annual period” is a twelve-month period beginning with the employee’s first day of work in an allocated assignment. For employees on staff on July 1, 2015, the annual period began July 1, 2015, and ends June 30, 2016. For employees who begin work after July 1, 2015, the annual period begins on their first day of work. (This is not the same as the annual calendar used under FMLA/CFRA qualifying events.)

8.13.2 First Forty-Eight Hours: For new employees, the during the first 48 hours, or number of hours equal to 6 days of the employee’s 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 California paid sick leave laws, until January 1st, and on a calendar year thereafter. During this period, if the need for paid sick leave is foreseeable, the employee shall provide reasonable advanced notice. If the need for paid sick leave is unforeseeable, the employee shall provide notice of the need for the leave as soon as practicable. If the County has reasonable suspicion of sick leave abuse, a signed medical certification may be required for each use of accrued sick leave to the extent permissible by law.

Signed documentation for sick leave shall be required for each use of sick leave.

8.13.3 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 a calendar period/year (consecutive or non-consecutive), as described above, a signed medical certification may be required for each use of sick leave. Reasonable medical evidence of incapacity, on forms approved by the County, may be required for sick leave of forty-eight (48) hours or less duration, and shall be required for sick leave use of more than forty-eight (48) consecutive work hours’ duration.

8.13.4 Reasonable certification may be required, within a reasonable time after the absence, when an unscheduled absence occurs to obtain relief if the employee is a victim of domestic violence, sexual assault, or stalking, in
accordance with Section 8.12.1(d) of this Agreement. Such certification shall be treated as confidential. Certification may be provided directly to Human Resources and shall not be disclosed to any person except to the affected employee, or as provided by law.

8.13.54 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.

8.14 Sick Leave Conversion/Distribution
a) Conversion at Retirement: For each employee who separates from County service on regular, non-disability retirement shall convert one hundred percent (100%) of all-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, excepting that Extra Help sick leave hours are not eligible for conversion to retirement service credit.

b) Pay Off 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 22.4 (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 retaining to such employee’s credit at the time of separation, computed on the basis of the employee’s base hourly rate of pay. Extra Help sick leave hours are not eligible for this provision.

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

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

8.15 Change in Employment Status – Extra Help to Allocated / Allocated to Extra Help
8.15.1 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.

8.16 Compassionate Leave
A full-time or part-time employee may be granted up to four (4) scheduled regular work days, a maximum of thirty-two (32) hours, of leave with pay, in the event of the death of spouse, domestic partner, son, stepchild, son-in-law, daughter, daughter-in-law, brother, brother-in-law, sister, sister-in-law, step-parent, grandparent, great-grandparent, or grandchild, or parent (as defined in Section 8.18 of the employee or of the spouse of the employee. Such leave may also be granted to a parent in the event of the death of a son or daughter due to miscarriage or stillbirth. Up to an additional eight (8) hours of sick leave may be granted to supplement compassionate leave.

When travel in excess of 300 miles one way from the employee's residence is required, up to an additional one (1) day of sick leave may be used to supplement compassionate leave.

Up to an additional forty (40) hours of accrued vacation or accrued compensatory time off may be granted to supplement compassionate leave upon request.

8.19 Disaster Leave
When there has been a natural disaster of a magnitude that requires the Board of Supervisors to proclaim a County State of Emergency, the County will enact this Disaster Leave program.

During the proclaimed emergency period and up to one year from the termination of the said proclamation, upon approval of the appointing authority, County employees may donate accrued compensatory time and vacation leave to other County employees who have lost work time because they have been a victim of a disaster affecting their primary residence. For up to one year from the termination of the said proclamation, impacted employees may use up to 320 hours of donated leave during a Board of Supervisors' declared state of emergency. Such donated time will not exceed the total amount of time lost by the receiving employee including vacation, compensatory time used and any unpaid leave incurred. Unused donated time at the expiration of the leave provision period will be returned to the donor. Donations must be made no later than ninety (90) days from the last day lost by the employee.
8.20 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:

<table>
<thead>
<tr>
<th>MOU Section</th>
<th>Reason for Leave</th>
<th>Sick</th>
<th>Vacation</th>
<th>CTO</th>
<th>Comment</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Section 8.12 (a)</strong></td>
<td>During the employee's own incapacity due to illness or injury.</td>
<td>Yes. You may keep 40 hrs.</td>
<td>No</td>
<td>No</td>
<td></td>
</tr>
<tr>
<td><strong>Section 8.12 (b)</strong></td>
<td>During the time needed by the employee to undergo medical or dental treatment or examination.</td>
<td>Yes. You may keep 40 hrs.</td>
<td>No</td>
<td>No</td>
<td></td>
</tr>
<tr>
<td><strong>Section 8.12 (c)</strong></td>
<td>When a woman employee is disabled by pregnancy.</td>
<td>Yes. You may keep 40 hrs.</td>
<td>No</td>
<td>No</td>
<td></td>
</tr>
<tr>
<td><strong>Section 8.12 (d)</strong></td>
<td>When a child, spouse, or domestic partner of an employee, who is a member of the employee's household or a person for whom the employee's is entitled to a Federal Income Tax dependent exemption, or the employee's parent or any family member as defined in the applicable law or policy is incapacitated by illness/injury and the employee must care for him/her, or for care, exam or treatment of a family member*</td>
<td>Yes. You may keep 40 hrs.</td>
<td>Yes</td>
<td>Yes</td>
<td>You may keep 40 hours in any combination of Vacation &amp; CTO</td>
</tr>
<tr>
<td>Section 18.21.3</td>
<td>Non-sick FMLA/CFRA** qualifying event (e.g., child bonding leave)</td>
<td>No</td>
<td>YesNo</td>
<td>YesNo</td>
<td>May keep 40 hrs. Any combination of Vac. &amp; CTO</td>
</tr>
<tr>
<td><strong>Section 7.2</strong></td>
<td>Education Leave</td>
<td>No</td>
<td>Yes</td>
<td>Yes</td>
<td>Must use all Vac. &amp; CTO</td>
</tr>
<tr>
<td>Approved, Undisclosed reason or extended vacation</td>
<td>No</td>
<td>Yes</td>
<td>Yes</td>
<td>Must use all Vac. &amp; CTO</td>
<td></td>
</tr>
</tbody>
</table>

* 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 & Medical Leave Act (FMLA)/California Family Rights Act (CFRA)**

8.21 Family Care And Medical Leave
8.21.10 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. (See 29 CFR 925.121(a)(3) for FMLA and 2 Cal. Code Regs. § 7297.1(c) in CFR. Regs.)

**ARTICLE 9: HEALTH AND WELFARE BENEFITS FOR ACTIVE EMPLOYEES**

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

Election to enroll in a County offered health plan will take place within the first 30 days following date of hire to a permanently allocated position of .40 FTE or greater, or it will be made during an annual open enrollment period. Enrollment in vision and basic life insurance is automatic. Mid-year enrollment can only be permitted as allowed by IRS Code 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 September 13, 2016 for coverage beginning October 1, 2016, health plan coverage will be paid on a semi-monthly basis (24 payments per year).
9.2.1 County Offered Medical Plan(s)

Effective June 1, 2013, the County will offer the following at least three medical plans including one HMO with a $10 copay and one plan providing out-of-network provider coverage: the County Health Plan PPO, County Health Plan EPO, and Kaiser HMO ($10 copay) plan. The benefit provisions, copayments and deductibles of each plan are outlined in the Summary Plan Description or Evidence of Coverage as of June 1 of each coverage year.

Specific reference to a vendor listed below 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.

9.2.2 County Contribution toward Active Employee Medical Benefits

a. Effective for coverage through September 30, 2016, the County shall contribute a flat dollar amount not to exceed $229.98 per pay period ($500 per month) toward the cost of any County offered medical plans for any eligible full-time regular employee and their eligible dependent(s). This is the full and total contribution amount the County will contribute toward medical benefits for active regular employees and their dependent(s).

b. Effective the pay period beginning September 13, 2016, with the intent to have premiums paid in the pay period(s) required for coverage to be effective October 1, 2016, the County shall contribute up to 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). The amounts listed below shall include the conversion of the current County HRA contributions for active employees in Section 9.2.7 to medical contributions.

- Employee only: $557 per month ($278.50 semi-monthly)
- Employee plus one: $1,113 per month ($556.50 semi-monthly)
- Family: $1,575 per month ($787.50 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).

c. Effective the pay period beginning May 23, 2017, with the intent to have premiums paid in the pay period(s) required for coverage to be effective June 1, 2017, 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). The amounts listed below shall include the conversion
of the current County HRA contributions for active employees in Section 9.2.7 to medical contributions.

Employee only $580 per month ($290 semi-monthly)

Employee plus one $1,158 per month ($579 semi-monthly)

Family $1,638 per month ($819 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 9.2.6 (Part Time Employees – Health Benefits).

9.2.3 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 is $12-13.04 per pay period semi-monthly deduction. The semi-monthly deduction is effective the pay period beginning September 13, 2016 for coverage beginning October 1, 2016.

The County shall contribute to part-time eligible employees on a pro-rated basis, in accordance with Section 9.2.6 (Part Time Employees – Health Benefits).

9.2.7 Health Reimbursement Arrangement (HRA) Contribution
Effective the pay period beginning on September 13, 2016, the County shall cease contributions to the HRA account described in the section. Effective the pay period beginning September 13, 2016, the County will instead convert such HRA contributions into medical insurance premiums.

Effective through September 12, 2016, effective the pay period on or after the Board of Supervisors approves this MOU (January 14, 2014), 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 9. Eligible employees who waive medical coverage and are not enrolled in a County sponsored medical plan will not receive a contribution into the HRA.

For active employees meeting the above criteria, 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 9.2.6.
TENTATIVE AGREEMENT BETWEEN
COUNTY OF SONOMA AND
ENGINEERS AND SCIENTISTS OF CALIFORNIA LOCAL 20
2016-2018

<table>
<thead>
<tr>
<th>Coverage Level</th>
<th>Per-Paid Status Hour</th>
<th>Monthly Equivalent</th>
<th>Per-Paid Status Hour</th>
<th>Monthly Equivalent</th>
<th>Per-Paid Status Hour</th>
<th>Monthly Equivalent</th>
</tr>
</thead>
<tbody>
<tr>
<td>EE only</td>
<td>$0.17</td>
<td>$30.00</td>
<td>$0.17</td>
<td>$30.00</td>
<td>$0.17</td>
<td>$30.00</td>
</tr>
<tr>
<td>EE +1</td>
<td>$0.36</td>
<td>$62.78</td>
<td>$0.51</td>
<td>$88.68</td>
<td>$0.66</td>
<td>$115.31</td>
</tr>
<tr>
<td>EE + 2</td>
<td>$1.34</td>
<td>$233.79</td>
<td>$1.99</td>
<td>$330.25</td>
<td>$2.47</td>
<td>$429.45</td>
</tr>
</tbody>
</table>

Access to reimbursement under the HRA Plan will become effective beginning the first pay period on or after the Board of Supervisors approves this MOU. Prior unused 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 September 13, 2016, active employee post-tax medical premiums are not eligible for reimbursement.

Health benefits in this Article 9 are available only to active employees. When this MOU ends on February 29, 2016March 26, 2018, the parties agree that the health benefits in this Article 9 are subject to negotiations for a successor MOU.

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

The County makes no representations or warranties in regard to the tax treatment of the HRA, including whether any portion of the HRA is taxable by the Internal Revenue Service or the Franchise Tax Board.

ARTICLE 11: UNION RIGHTS AND SECURITY

11.10 Notice Of New Employees

a) Notice of New Employees: The County shall provide the Union quarterly to a person designated by the union, a new member report containing the following information for new employees (if available): names, home addresses, home telephone number, date of hire, class titles, job code, department code, and work site address locations, employee ID number, base wage rate, and County of Sonoma email address of new employees as requested (quarterly at a minimum). The County shall electronically transmit to the Union a monthly report of names, addresses, e-mail addresses of members. The Union will remit the cost of data runs to the County.
b) Union stewards shall be authorized to receive the names and addresses of new employees not more than each pay period from the departmental payroll clerk.

c) The names and addresses provided to the Union shall be kept confidential.

d) A job steward is entitled to contact all newly-hired employees to present Union information, on the job steward’s and employee’s own time (meaning rest breaks, meal breaks and after work hours).

e) The Union recognizes and respects the legal right of each employee to the employee’s privacy and agrees not to use or allow others to use any information obtained pursuant to this agreement for commercial gain or in a manner that would violate those rights. With respect to this promise, the Union agrees to indemnify, defend and hold harmless the County of Sonoma, its officers, employees and agents from any claim, liability or damage arising from the Union’s breach of its duty under this Memorandum.

f) Member Report: The County shall provide the Union monthly, to a person designated by the union, a member report containing the following information for new employees (if available): names, home addresses, home telephone number, date of hire, class titles, job code, department code, and work site address, employee ID number, base wage rate, and County of Sonoma email address.

11.20 Bulletin Boards

County will furnish reasonable bulletin board space measuring no less than 36 x 48 inches. Bulletin boards shall be located in all primary worksites of County employees represented by ESC, and other mutually acceptable areas, and shall, when reasonably possible, be out of plain view of the public. All materials to be posted on said boards shall be in good taste and strictly impersonal in nature and limited to the legitimate business of the Union. Prior to posting, all material shall be plainly and legibly initialed by an authorized representative of the Union.

11.23 Steward Duties

Duties required by the Union of its Stewards, except for attendance at formal meetings with the County, supervisory personnel and aggrieved employees arising out of a pre-disciplinary investigation, pre-disciplinary meeting, or any meeting under the grievance procedure, will not be done on the Steward’s duty time nor interfere with any other employee’s regular work assignments. Stewards shall not interfere with the Union Stewards’ or other employees’ regular work assignments. No Steward may leave duty or work for purposes of Union representation without the specific approval of the Steward’s supervisor or other authorized management official. Such release will not be capriciously or arbitrarily denied (Discipline as used in this provision shall mean oral or written reprimands, suspension without pay, involuntary demotion, or involuntary discharge). The Union and the County agree that employee performance evaluation meetings which do not include a discussion of discipline will not create a right for Steward representation or assistance at the meeting.
11.30 Union Business

11.30.1 Union Business Release Time Bank

The Union is authorized a total of 100 hours of paid Union Business Release Time each Fiscal Year, starting with the Board of Supervisors' approval of the 2016-2018 Memorandum of Understanding between the parties. Upon request from the Union Business Agent or designee, the County agrees to authorize stewards and other member(s) of the Union release time to attend to Union business related to County of Sonoma. In all cases use of Union Business Release Time will not unreasonably interfere with the Department's operations and the Union member(s) shall secure permission from their supervisor before leaving their work assignment. The Union's request for Union Business Release Time shall not be made capriciously or arbitrarily, and time demands on any one employee shall be within reasonable limits and with the approval of the designated supervisory representative.

11.30.2 Process

The Union shall normally request Union Business Release Time four (4) business days in advance of the release date. The Union and the County agree that issues will come up where four (4) business days advance notification is not possible. The Union will make every effort to notify the County as soon as possible and consider department operations when designating employees for Union Business Release Time in these situations. For any requests for Union Business Release Time, the Union shall specify in the request whether the time to be used will be paid time (which shall be subtracted from the Union Business Release Time Bank) or unpaid time.

11.30.3 Unpaid Release Time

Unpaid release time requested by the Union may be taken as paid time if the employee uses accrued vacation or compensatory time off.

11.30.4 Travel Time

Travel time related to Union business shall be handled in one of the following ways:

1) The Union shall request the travel time as Union Business Release Time and such time shall be subtracted from the Union Business Release Time Bank.

2) The employee shall use accrued vacation or compensatory time to cover the travel time, subject to advance approval of the employee's supervisor, or
3) The employee may take unpaid time off, subject to advance approval of the employee's supervisor.

11.30.5 Reporting

The Union shall provide a monthly reporting to the Employee Relations Manager with the names and hours used by Union member(s) during County work hours.

When paid release time for Union Business will result in overtime to backfill the position, the County will charge the Union Business Release Time Bank at the overtime rate. The County shall communicate to the Union the identity and number of hours worked by the replacement employee.

11.30.6 Carry Over Hours

Up to 50 hours of unused Union release time may carryover at the end of the fiscal year. Total available hours in any fiscal year shall not exceed two hundred (200) hours.

11.30.7 Union Business

Union Business Time for employees shall be provided as specified in this Memorandum of Understanding and as required by law. The table below is provided as a guide only.

<table>
<thead>
<tr>
<th>Union Business Release Time</th>
<th>County Release Time</th>
</tr>
</thead>
<tbody>
<tr>
<td>Four (4) business days advance notice</td>
<td>Pre-approval from Employee Relations and Operational Department designee.</td>
</tr>
<tr>
<td>Completion of release time form.</td>
<td>Union time bank hours not charged</td>
</tr>
<tr>
<td>Approval of Employee Relations and Operational Department designee.</td>
<td></td>
</tr>
<tr>
<td>Union Business Release Time Bank hours charged.</td>
<td></td>
</tr>
<tr>
<td>Union Sponsored Classes</td>
<td>Joint Labor Management Committees i.e.,</td>
</tr>
<tr>
<td>Steward Training</td>
<td>Joint Labor Management Benefits</td>
</tr>
<tr>
<td></td>
<td>Committee meeting (JLMBC)</td>
</tr>
<tr>
<td></td>
<td>Housing Assistance Committee (HAC), etc.</td>
</tr>
<tr>
<td>Internal Union Matters</td>
<td>County Initiated Informational Meetings/Surveys</td>
</tr>
<tr>
<td>Union Safety Meetings</td>
<td>Meet and Confer</td>
</tr>
<tr>
<td>Civil Service Commission Meetings</td>
<td>Civil Service Commission Meetings</td>
</tr>
</tbody>
</table>
TENTATIVE AGREEMENT BETWEEN
COUNTY OF SONOMA AND
ENGINEERS AND SCIENTISTS OF CALIFORNIA LOCAL 20
2016-2018

<table>
<thead>
<tr>
<th>Union Business Release Time</th>
<th>County Release Time</th>
</tr>
</thead>
<tbody>
<tr>
<td>general attendance</td>
<td>(Appellants and Appellant’s Representative)</td>
</tr>
<tr>
<td>Meetings with business agents or union officials</td>
<td>Grievances (Grievant and Representative)</td>
</tr>
<tr>
<td></td>
<td>- Investigations</td>
</tr>
<tr>
<td></td>
<td>- Grievance meetings</td>
</tr>
<tr>
<td></td>
<td>- Arbitration</td>
</tr>
<tr>
<td>Union Organizing Campaigns</td>
<td>Notice of Intended Disciplinary action</td>
</tr>
<tr>
<td></td>
<td>(Skelly) Meeting</td>
</tr>
<tr>
<td>BOS Meetings</td>
<td>Interest Based Bargaining Training</td>
</tr>
<tr>
<td>Special Elections and Ratifications</td>
<td></td>
</tr>
</tbody>
</table>

11.30.8 Indemnification

The Union shall defend, indemnify, hold harmless, release and save the County, its agents and employees, from and against any and all claims, demands, suits, orders, judgments, expenses or other forms of liability arising out of or in connection with this Article and/or any action taken by the County and/or the Union under this Article 11.30, including, but not limited to, Union members taking paid release time to attend to Union business. This indemnification clause shall be in addition to any other remedy available to the County under this contract or provision of the law.

ARTICLE 12: EMPLOYEE RIGHTS AND BENEFITS

12.4 Meal Periods

Employees shall be granted a duty-free meal period during each work shift that exceeds six (6) consecutive hours. The duration of the meal period may be not less than thirty (30) minutes nor greater than sixty (60) minutes and will be scheduled as near to the middle of the work shift as reasonably possible. Different meal periods may be assigned to different work units in the same County department or division. Duty-free meal periods shall not be considered as time worked. In those special circumstances where the County determines a duty-free meal period is not appropriate with the delivery of efficient and productive services to the public, as determined by the appointing authority, the employee shall be assigned to a non-duty free meal period which shall be considered time worked. If the County plans to take action under this Subsection, the department shall give the affected employee(s) advance written notice and provide an opportunity for the affected
employee(s) to discuss the issue with the appointing authority before final action is taken.

ARTICLE 13: COMPENSATION BENEFITS

13.2 Shift Differential Premium
An employee who is assigned to work and actually works an evening or night shift is entitled to receive shift differential defined below. All employees entitled to receive shift premium pay as of the first pay period following the execution of this Memorandum shall be paid as follows:

a) Shift differential shall be paid only for hours worked on the defined shift. An employee whose shift starts at 7:00 a.m. or later and ends by 7:00 p.m. shall not be eligible for shift differential pay.

b) An employee must actually work 50% or more of his or her shift hours between 2:00 p.m. and 10:00 p.m. to receive the evening shift differential premium specified in subsection 13.2(c). An employee must actually work more than 50% of his or her shift hours between 10:00 p.m. and 8:00 a.m. to receive the night shift premium specified in subsection 13.2(d);

c) An additional 5% above the employee's base hourly rate for each hour actually worked on an evening shift. Effective the first full pay period following Board of Supervisors' approval of this successor MOU, the evening shift differential shall be increased from five percent (5%) to seven percent (7%) above the employee's base hourly rate for each hour actually worked on an evening shift;

d) An additional 10% above the employee’s base hourly rate for each hour actually worked on a night shift, or for Behavioral Health Clinician job classes, an additional 17% above the base hourly rate for each hour actually worked on a night shift.

ARTICLE 14: SALARY UPON STATUS CHANGE

14.5 Salary Upon Promotion
Except as otherwise provided in this Article, 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 percent (5%) 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.

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

If a promotion occurs on the same day a merit increase is due and approved, the merit increase shall be computed first and subsequently the increase due to promotion. An employee who is promoted shall be considered for a merit increase when the employee’s total hours in 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 14.13.

**ARTICLE 20: MISCELLANEOUS PROVISIONS**

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

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

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

20.4 **Lyme Disease Testing**
An employee who undergoes a test for Lyme disease will be reimbursed by the County for the portion of the test costs not reimbursed by the employee’s health plan under Article 9. The employee must submit a claim for such reimbursement to the County’s Risk Manager with appropriate supporting documentation. Testing is also available through the County’s Workers’ Compensation Program. Exposure to Lyme disease following exposure arising out of and occurring in the course of employment may be covered under the County’s Workers’ Compensation Program. Please see the County’s Workers’ Compensation Program for testing coverage details.

20.6 **Labor/Management Benefits and Advisory Committees**

b. **Labor/Management Benefits (JLMBC) and Advisory Committees**
1. ESC shall have the opportunity to participate on existing and future Labor/Management Advisory Committees in County Departments who have ESC members. The number of committee members and alternates
will be agreed upon by the County Director of Labor Relations and the Union Business Agent, Field Representative.

2. A member of the staff of the Human Resources Department or any committee member trained in facilitation or group problem-solving may serve as a facilitator. By mutual agreement the parties may also utilize the service of an outside facilitator with the department and the labor organizations sharing the outside facilitator's fee.

3. Labor/Management Advisory Committee meetings held during the employees regularly scheduled work time shall be deemed time worked for compensation purposes.

4. The committees may review, discuss and make recommendations on a variety of departmental issues of mutual concern. The committees are encouraged to brainstorm possible issues and problems, prioritize the possible issues in general order of importance, and select high priority issues of mutual interest to review. In reviewing the issues, the committees are encouraged to define the issue carefully, study and evaluate the most promising solutions, and make a recommendation with supporting documentation to the department head with a copy to the Director of Human Resources and the Union Business Agent, Field Representative.

5. The department head shall evaluate proposed solutions, make a decision on the committee's recommendation and report back his/her decisions. The committee may make an oral presentation as well as their written report and recommendation to the department head.

6. Departments must fund any recommended changes through the existing budget process or through cooperative efforts of the department Labor/Management Advisory committee in seeking and locating funding for changes through other sources. The decisions of the department head shall not be precedent nor bind the County or other County departments. The County-wide Labor/Management committee shall publicize the positive results of department committee recommendations.

7. ESC shall have the opportunity to participate on the Joint Labor/Management Benefits Committees (JLMBC). ESC shall be represented by one (1) or two (2) members and/or the Business Agent, Field Representative or designee.

20.7 Retirement Program

20.7.1 Retirement – Employees Hired On Or Before December 31, 2012 And Employees Hired On Or After January 1, 2013 With Pension Reciprocity

This Section 20.7.1 (including subsections) shall apply to (1) employees hired on or before December 31, 2012 who are contributing members of the Sonoma County Employees' Retirement Association (SCERA) and (2) employees hired on or after January 1, 2013 who become contributing
members of SCERA and who qualify for pension reciprocity pursuant to Government Code Section 7522.02(c).

20.7.1.1 Final Compensation Based On Single Year

For purposes of determining a retirement benefit, final compensation for employees covered by this Section 20.7.1 shall mean the average annual compensation earnable by the member as specified in Government Code Section 31462.1.

20.7.1.2 3% @ 60 Pension Formula

The 3.0% at 60 pension formula shall be available to employees covered by this Section 20.7.1 who are contributing members of the SCERA.

20.7.1.3 Required Employee Contribution

SCERA members covered by this Section 20.7.1 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 shall be paid as part of the County’s contribution to pay for the unfunded accrued actuarial liability resulting from past service. This additional 3.03% contribution will continue until July 2024. Employees also will continue to pay a pretax statutory contribution of approximately 1% or slightly more, contingent upon age of entry into the retirement system.

20.7.1.4 Pension Cost Sharing (With Offset)

Effective as soon as administratively feasible, and subject to Sonoma County Employees’ Retirement Association (SCERA) Board approval of the cost share arrangement under the terms described herein, active County General legacy members of SCERA will contribute one third of the actuarially determined difference between the average General legacy employee retirement rate (exclusive of the 3.03% payroll contribution toward the UAAL described in section 20.7.1.3 of the MOU) and one half the total normal cost (“total normal cost” includes both employer and member shares) calculated as an average for General legacy Members of SCERA covered by this Section 20.7.1 based on rates of all active County General legacy members, with the difference computed to a factor and applied equally to all legacy members. Such legacy employees will receive a lump sum benefit allowance as reimbursement for
TENTATIVE AGREEMENT BETWEEN
COUNTY OF SONOMA AND
ENGINEERS AND SCIENTISTS OF CALIFORNIA LOCAL 20
2016-2018

this pension cost share arrangement each pay period equal to the dollar value of the deduction described in this paragraph, less any required taxes.

Effective the first full pay period following July 1, 2017, and subject to Sonoma County Employees’ Retirement Association (SCERA) Board approval of the cost share arrangement under the terms described herein, active County General legacy members of SCERA will contribute an additional one third (for a total of two thirds) of the actuarially determined difference between the average General legacy employee retirement rate (exclusive of the 3.03% payroll contribution toward the UAAL described in section 20.7.1.3 of the MOU) and one half the total normal cost (“total normal cost” includes both employer and member shares) calculated as an average for General legacy Members of SCERA covered by this Section 20.7.1 based on rates of all active County General legacy members, with the difference computed to a factor and applied equally to all legacy members. Such legacy employees will receive a lump sum benefit allowance as reimbursement for this pension cost share arrangement each pay period equal to the dollar value of the deduction described in this paragraph, less any required taxes.

The lump sum benefit allowance described above will not be included in wages for computations of overtime, pension, benefits, or any County benefit related purposed. The parties acknowledge that the negotiated cost share arrangement is subject to the approval of the Sonoma County Employees’ Retirement Association (SCERA) Board. In the event SCERA does not accept the purpose of the lump sum benefit as described herein, if SCERA deems the benefit allowance as pensionable compensation, or if SCERA does not accept the cost share arrangement, or if the pension reimbursement is determined to be taxable beyond FICA and Medicare taxation, the parties agree that this provision shall cease to be implemented and the parties will reopen this section of the contract to meet and confer on a replacement pension cost share arrangement, subject to mutual agreement of the parties.

If, at any time in the future, the Union withdraws agreement with this cost sharing agreement, effective on the date of the elimination of the cost sharing, County contributions put in place as a result of this agreement shall cease.

NEW SECTION – State of the Workforce
In March of each year, the County Administrator shall meet with County labor groups to discuss the "State of the Workforce."

**APPENDIX B: Benchmark and Related Classifications**

<table>
<thead>
<tr>
<th>Benchmark Class</th>
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<td>CLINICAL PSYCHOLOGIST SPECIALIST</td>
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## TENTATIVE AGREEMENT BETWEEN
COUNTY OF SONOMA AND
ENGINEERS AND SCIENTISTS OF CALIFORNIA LOCAL 20
2016-2018

<table>
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<th>STAFF PSYCHIATRIST</th>
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<td>HEALTH INFORMATION SPECIALIST II</td>
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</table>

*Related class gets same market adjustment as benchmark

**Salary 2% above EHS II
APPENDIX E:
AGREEMENT TO ARBITRATE DURATION OF UNPAID FURLOUGH PROGRAM

WHEREAS, the County of Sonoma (hereinafter referred to as the “County”) and the Engineers and Scientists of California Local 20 (hereinafter referred to as the “Union”) (collectively referred to as the “Parties”) disagree about the duration of the Unpaid Furlough Program described in Section 21.1 of the Memorandum of Understanding (MOU) between the Parties:

WHEREAS, in the interest of positive labor relations, the Parties agree to resolve the dispute through arbitration:

NOW THEREFORE, the Parties agree as follows:

1. The Parties shall submit to arbitration the dispute over the interpretation and application of Section 21.1, entitled “Purpose” contained in Article 21 entitled “Unpaid Furlough Program” of the Parties’ 2014-2016 MOU and subsequently incorporated into the Parties’ 2016-2018 MOU.

2. The Parties agree that Sections 18.1, 18.2, 18.3, 18.4, 18.11, 18.12, 18.13, 18.14, 18.15, 18.16 and 18.17 of the Grievance Procedure listed in the current MOU between the Parties are hereby incorporated and shall be followed by the Parties in the arbitration of this dispute. The parties agree to skip the First, Second, Third and Mediation Steps of the Grievance Procedure described in Sections 18.5 – 18.10 of the MOU. The parties mutually agree that the dispute is ready to be arbitrated and agree to not raise any procedural defenses related to processing the grievance. Time extensions for beginning the process for selecting an arbitrator and scheduling a hearing date under Section 18.12 of the current MOU shall not exceed two (2) extensions.

3. The date of the final signature on this Side Letter Agreement shall constitute the date of the request for arbitration for the purpose of time limits listed in Section 18.12 of the MOU.

4. This agreement to arbitrate applies only to the dispute described herein and expires upon receipt of the arbitration decision or the end of the 2016-2018 MOU, whichever comes first. This agreement is non-precedent setting for future disputes.

FOR THE COUNTY: ___________________________ FOR ESC: ___________________________

Date: ___________________________ Date: ___________________________
One-Time, Lump Sum, Non-Recurring And Non-Pensionable Payments

Effective the first full pay period following Board of Supervisors' approval of this side letter, the County shall pay the following one-time, lump sum, non-recurring, non-pensionable payments to the individuals described below:

1. An employee enrolled in County multi-party health insurance coverage as of the pay period ending May 9, 2016 and who re-enrolled in County multi-party health insurance coverage effective May 23, 2016, shall receive a one-time, lump sum, non-recurring and non-pensionable payment in the amount of one thousand three hundred sixteen ($1,316), provided they are in active status as of the last day of the pay period ending September 26, 2016.

2. A one-time, lump sum, non-recurring, non-pensionable payment in the amount of nine-hundred sixty dollars ($960) will be paid to full time (1.0 FTE) employees in active status, in eligible job classifications, as of the last day of the pay period ending September 26, 2016. For active employees in allocated positions of less than 1.0 FTE, in an eligible job classification, the payment will prorated based on allocated FTE. The lump sum payment will be paid to employees on October 5, 2016. "Ineligible job classifications are: Public Health Nurse I/II (2563/2564), Sr. Public Health Nurse (2565), Environmental Health Specialist Trainee (2610), Environmental Health Specialist I/II (2611/2612), Sr. Environmental Health Specialist III (2614), Dairy Inspector (2625), Behavioral Health Intern (2469), Behavioral Health Clinician (2503); Behavioral Health Clinical Specialist (2505) and Staff Psychiatrist (2534).

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

4. 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.

5. ESC agrees that the County has met its obligation to meet and confer on the
6. No agreement, understanding, variation, waiver or 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.

7. 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 ESC:

Date: ____________________________  

Date: ____________________________
The County and ESC have agreed to the following changes to benefits, which shall be reflected in the County’s Summary of Benefits applicable to each insurance plan:

1. The County agrees to update the benefit provisions, co-payments and deductibles outlined in the County’s Dental and Orthodontics Evidence of Coverage to reflect that eligible employees who are covered by this MOU will have the current orthodontia benefit of “50% up to $3,000” enhanced to “50% up to $6,000”, effective October 1, 2016.

2. The County agrees to update the benefit provisions, co-payments and deductibles outlined in the County’s Vision Plan Evidence of Coverage to reflect that eligible employees who are covered by this MOU will have the Retail Frame Allowance enhanced from $115 to $125; include Vision Service Plan’s KidsCare Plan; include Vision Service Plan’s repair and replacement for frames and lenses for all enrollees; and increase eligible child dependents from age 23 to age 26 effective October 1, 2016.

3. The County agrees to update the benefit provision of the County’s Employee Assistance Program to include six (6) face-to-face clinical consultations per incident per benefit period, effective October 1, 2016.
VIA E-MAIL AND USPS

August 25, 2016

Ms. Julie Wyne
Retirement Administrator
Sonoma County Employees' Retirement Association
433 Aviation Boulevard, Suite 100
Santa Rosa, CA 95403-1069

Re: Sonoma County Employees' Retirement Association (SCERA)
Disclosure under Government Code Section 31515.5 in compliance with Section 23026 – ESC (Local 20)

Dear Julie:

As requested, we are providing this letter with our analysis of the impact of several proposed changes in elements of pay and their potential impact on cost to provide benefits through SCERA as required under California Government Code Section 31515.5 in compliance with Section 23026.

The contribution impact in this letter is based on the December 31, 2015 Actuarial Valuation, including the participant data and actuarial assumptions on which that valuation was based. In developing the contribution impact, it has been assumed that all actuarial assumptions would have been met after December 31, 2015, with the exception of the salary increases described herein. The results of this analysis may differ to the extent that other experience varies from that which is assumed. The final impact of the proposed salary increases together with the other experience of SCERA will not be known until the December 31, 2016 Actuarial Valuation.

RESULTS

After reviewing the proposed salary increases for ESC (Local 20) as outlined in the County’s e-mail dated August 8, 2016 as well as subsequent e-mail exchanges, we have concluded that the assumptions applied in the December 31, 2015 Valuation to develop the employer costs as of the same date for the General County membership group, are not sufficient to cover the costs of the proposed salary increases for that group. The proposed salary increases, as described herein, would increase the General County total employer and employee normal cost by approximately $91,900 in the first year. When averaged over Plans A and B, a General County employee is expected to pay about 43% of the
total normal cost\(^1\), resulting in an increase to the employer's normal cost contribution by roughly $52,400. Additionally, the proposed salary increases would increase the General County Unfunded Actuarial Accrued Liability (UAAL) by $1.1 million, which translates to an increase in the amortization payment by approximately $77,000 in the first year, for a total employer contribution increase of about $129,400.

**BACKGROUND**

We have been asked to prepare a Disclosure for the above Government Code Sections regarding benefit changes that have been proposed as a result of the County's negotiations with the ESC (Local 20) bargaining unit. The proposed changes in benefits that we have reviewed were outlined by the County in an email dated August 8, 2016 as well as subsequent e-mail exchanges and reflect the proposed tentative and side letter agreements between the County and ESC.

Prior to authorizing changes in salaries or benefits, we understand that the above Government Code Sections require certain disclosures be provided, including an explanation of the financial impact that the proposed benefit change or salary increase will have on the funding status of the county employees' retirement system.

**ANALYSIS**

Exhibit 1 (attached) outlines the proposed changes to the elements of pay. For those changes of pay elements that are deemed to be pensionable, we have included our analysis below.

**Pensionable Elements of Pay**

**COLA (Item 1 of Exhibit 1)**

The employer costs developed in our most recent Actuarial Valuation and Review as of December 31, 2015 anticipates a 3.50% wage growth assumption that is applied to project all future salary amounts for pension purposes. The proposed salary adjustments include a 3.00% COLA on each of September 27, 2016 and March 14, 2017. We believe that the proposed COLA salary adjustments would not materially impact the employer cost of the plan as calculated in the December 31, 2015 Valuation as an annual increase greater than the 3.00% (i.e., 3.50%) has already been included in setting the employer rates in the December 31, 2015 Valuation.

**Evening Shift Differentials, Equity Adjustments, & Premium Pay (Items 2, 3 & 4)**

There are several proposed changes, evening shift differentials, equity adjustments, and premium pay, that will increase future salary amounts for pension purposes.

---

\(^1\) The 43% of the total normal cost expected to be paid by the General County employee has been calculated prior to reflecting the additional contributions (which equal one-third of the difference between the average General employee normal cost rate currently paid and the average General employee normal cost rate assuming 50:50 cost sharing) agreed to be paid by the ESC bargaining unit, as communicated to us by the County.
Based on information provided by the County, we have documented in Exhibit 2 the total salary increase of $565,675 as a result of the proposed changes. This is equivalent to $2,245 each over the total 252 allocated ESC (Local 20) positions that has been communicated to us by the County. Even though we do not have complete data as to the exact employees who would be eligible for the proposed changes, if we take the average salary increase stated above of $2,245 and divide it by the average General County member salary from the December 31, 2015 Valuation ($81,027) we estimate an average increase in salary of 2.77% as a result of the proposed changes. As stated earlier, our 3.50% wage increase assumption exceeded the proposed 3.00% COLA by 0.50% but that remaining amount is less than the 2.77% average increase from the proposed changes.

Non-Pensionable Elements of Pay

It is our understanding that SCERA has rendered a determination that Items 5 through 10 in Exhibit 1 are non-pensionable elements of pay. Therefore, these items will not have any impact on the level of benefits and will not increase the employer cost of the plan.

The undersigned is a member of the American Academy of Actuaries and I meet the Qualification Standards of the American Academy of Actuaries to render the actuarial opinion herein.

Please let us know if you have any questions on this information.
Sincerely,

Andy Yeung

EK/bbf
Enclosures
## Exhibit 1

Summary of Elements of Pay – ESC (Local 20)

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<td>COLA</td>
</tr>
<tr>
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<td>3% COLA</td>
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<tr>
<td>2</td>
<td>Evening Shift Differential</td>
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<tr>
<td></td>
<td>Increase from 5% to 7%</td>
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<tr>
<td>3</td>
<td>Equity Adjustments</td>
</tr>
<tr>
<td></td>
<td>5% - Behavioral Health, Public Health Nurse and Environmental Health</td>
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<tr>
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<td>2% - Staff Psychiatrist</td>
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<td>4</td>
<td>Premium Pay</td>
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<td>5% for Mobile Support Team, when working in the field</td>
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<td>9</td>
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<td>10</td>
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[^1]: Based on our discussion with the Association, SCERA has rendered a determination that these elements of pay are non-pensionable and therefore will not change the cost of benefits nor trigger the need for an actuary’s statement under the Government Code Section 31515.5 in compliance with Section 23026.
Exhibit 2

ESC (Local 20) Estimated Cost of Recommendation

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¹ We have used the total annual costs paid for the entire 2017 plan year to provide a conservative estimate of the cost impact determined as of December 31, 2015 for these salary increases.