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#### 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 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.

## 20.7.2 Retirement – Employees Hired On Or After January 1, 2013

This Section 20.7.2 (including subsections) shall apply to employees hired on or after January 1, 2013, who are or become contributing members of the SCERA and who do not qualify for pension reciprocity pursuant to Government Code Section 7522.02(c).

### Final Compensation Based On Three Year Average

20.7.2.1 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 20.7.2, final compensation shall mean the highest average annual pensionable compensation earned during 36 consecutive months of service.

### 2% @ 62 Pension Formula

20.7.2.2 As required by Government Code Section 7522.20, the 2.0% at 62 pension formula shall be available to employees covered by this Section 20.7.2 who are contributing members of the SCERA.

### 20.7.2.3 Required Employee Contributions

As required by Government Code Section 7522.04(g), SCERA members covered by this Section 20.7.2 shall pay 50% of normal costs. In addition, SCERA members covered by this Section 20.7.2 shall pay 3.03% of the employee's pensionable compensation toward the County's employer contribution to retirement costs. This additional 3.03% contribution shall continue until July 2024.

## 20.7.3 Retirement – Credit For Prior Public Service

In addition to any other retirement buyback provision authorized by law and applicable rules of SCERA, employees who are contributing members

of SCERA can purchase retirement credit for public service time rendered prior to employment with the County of Sonoma to the extent allowed by Government Code Sections 7522.46, 31641.1 and 31641.2 and other provisions of law, during the term of this MOU.

**ARTICLE 21: UNPAID FURLOUGH PROGRAM**

21.1 Purpose

ESC and the County have agreed to an Unpaid Furlough Program (UFP) to enable ESC represented employees to achieve the County’s stated cost reduction goals for all County employees. The UFP will consist of unpaid time off during each fiscal year as shown in the chart below for each full-time employee and pro-rated based on FTE for part-time employees.

Employees who are exempt under the Fair Labor Standards Act will be considered non-exempt during the week in which they take an UFP day off, and their pay is reduced. Department Heads are responsible for ensuring no overtime is incurred during this time.

Fiscal Year	Hours of Furlough	Approx. Deduction per Pay Period*
FY 13/14*	31 hours unpaid furlough	3.1%
FY 14/15	48 hours unpaid furlough	2.3%
FY 15/16 (Status Quo)	44.5 hours unpaid furlough	2.13%

\* Based on approximately 1,000 work hours remaining in FY 13/14 at ratification; full fiscal years based on 2,087 hours. FY 13/14 furlough hours reduced to 31 by crediting ESC with FY 13/14 savings from suspension of floating holiday hours and holiday eve hours.

21.2 Scheduling Unpaid Furlough Days

Unpaid furlough days are designed to be flexible to allow the Department Head the ability to determine the best option for obtaining the salary savings with minimal disruption to the department’s operations while not generating overtime to cover for UFP hours taken.

Options for scheduling UFP days include, but are not limited to any combination of the following:

- Based on reduced service demands, the Department Head schedules UFP days so that some or all of the employees of the department are on UFP days simultaneously.

- The Department Head sets a schedule for UFP days.
- UFP days are scheduled similar to vacation days at the employee's request with approval from their supervisor.

UFP will be used in increments of the length of an employee's regular shifts or not less than 1 hour increments, and scheduled with the approval of their supervisor. UFP shall be used before any vacation or compensatory time off, until all UFP hours have been exhausted. For employees with greater than 270 hours of accrued vacation as of Dec. 18, 2013, vacation hours may be used before UFP hours through Feb. 17, 2014.

Except as otherwise provided in this Article, an employee shall use all UFP days for a fiscal year before any other paid or unpaid leave.

### 21.3 Impact Of UFP Days On Salary And Benefits

UFP shall be considered time in paid status. UFP shall apply toward time in service for retirement, completion of probation, eligibility for merit increases and toward seniority.

Base salary shown on the salary schedule shall not be adjusted for UFP purposes. Instead, a "deduction" to salary will be the method used to generate UFP savings. County and employee retirement contributions are not affected by the UFP Program. Also, computations used for final compensation for employees retiring are not affected by the UFP Program.

Since the UFP pay reduction is spread out during multiple pay periods, resulting in employees being in a paid status for all hours including the UFP, the hourly cash allowance is not impacted and will be paid for all hours in a paid status. Hours not in a paid status (unpaid and non-UFP hours) shall be treated the same as current practices.

### 21.4 Changes To Scheduled UFP Time

In the event an employee is required to work on a previously scheduled UFP day, shift hours worked will be considered regular hours worked and the employee will be rescheduled for a future UFP day.

### 21.5 Pay Deductions — Amortization

Deductions in pay for all UFP hours shall be amortized over multiple pay periods in the corresponding fiscal year and will be determined by the number of pay periods remaining after adoption. The deduction each pay period will allow for payment of the employee consistently throughout the year. Each participating employee shall receive their normal paycheck, less the UFP deduction. UFP shall be prorated for part-time employees based upon their FTE (full-time equivalent).

Amortized UFP hours shall continue to apply to periods of vacation, holiday, compensatory time off, or sick leave hours taken.

## 21.6 UFP Accounts And Balances

The Auditor-Controller-Treasurer-Tax Collector/Payroll will create an accrual bank for UFP accumulated each pay period. UFP taken will be subtracted each pay period from employee's UFP balance.

It is the Department's responsibility to monitor, authorize and schedule UFP days to ensure employees are given the opportunity to take the full number of UFP hours assigned per fiscal year, and that employees do not exceed the full number of UFP hours assigned per fiscal year through the last full pay period of the corresponding fiscal year. Similarly, employees are responsible for monitoring and requesting UFP days, to assure that they take the required hours of UFP time during each fiscal year.

Except under extraordinary circumstances, with prior approval of the appointing authority, all employees shall use the required hours of UFP time during each fiscal year. With prior approval, at the close of the fiscal year any balance in the UFP accumulated account UFP hours owed by the employee to the County will remain in the employee's account to be taken during following fiscal year until depleted. Employees must use any accumulated UFP prior to using vacation, or compensatory time off or unpaid leave.

## 21.7 UFP Deduction – New Employees

New full-time and part time employees hired after adoption of the UFP program will have the same amortized and/or pro-rated deduction as all other employees. New employees shall be required to take a prorated number of UFP hours during the fiscal year, to be determined based on their date of hire.

## 21.8 UFP – Terminating And Transferring Employees

Employees who separate from County service shall be paid for any accumulated UFP hours not taken at their current rate of pay. If a negative balance exists in the UFP accrual bank, employees shall have an amount deducted from their final paycheck equal to the negative balance of hours times their current base hourly rate of pay.

Employees who transfer to a bargaining unit that is not participating in an UFP program shall be required to use the hours accumulated prior to the last pay period of the applicable fiscal year.

## 21.9 Employees Laid Off – Eligible For Severance

If an employee receives a layoff notice, and is eligible for a severance period that includes scheduled floating UFP days, the time will not be charged to UFP, vacation, sick leave, or CTO. Any UFP accumulated but unused balances will be paid to the employee at time of lay off.

## 21.10 Employees With Periods Of Leave Without Pay (LWOP)

Employees requesting LWOP during the applicable fiscal year must exhaust all UFP remaining for the fiscal year prior to going into an LWOP unpaid status. Employees returning to paid status will have the same UFP deduction taken as regular



employees (pro-rated based on FTE). Each time the employee goes on leave, any UFP accumulated balances will be depleted so there is a zero (0) balance before any other paid or unpaid leave is used.

21.11 Workers Compensation Leave

UFP provisions do not apply to employees on Worker's Compensation leave due to an industrial illness or injury.

21.12 Long Term Disability

Earnings for employees on Long Term Disability will be based on regular salary and will not be reduced by the amounts deducted for UFP.

**ARTICLE 22: CONSULTATION PROCEDURE**

The County agrees to consult with the Union prior to implementing any changes in an existing policy or practice affecting an employee's conditions of employment. The County will:

- a) Provide a written copy of the proposed policy or practice change(s) to the Union's Business Agent at the earliest appropriate time, at least ten (10) working days prior to the date of implementation of the proposed policy or practice;
- b) meet and fully discuss the proposed change(s) with the Union's Business Agent and/or designee(s), upon request and receive the Union's recommendations or concerns;
- c) invite the Director of Human Resources and Employee Relations, or designee, to participate in the discussions upon the request of the Union's Business Agent.

The Union agrees to consult with the County on changes in an existing policy or practice affecting an employee's conditions of employment that come to the attention of Union.

The Union will:

- a) Within ten (10) working days of the Union's knowledge of the change, contact the appointing authority regarding a change in the Department's existing policy or practice;
- b) within ten (10) working days of the Union's knowledge of the change, contact the Director of Labor Relations regarding a change in an existing policy or practice that affects two or more Departments.

**ARTICLE 23: ENACTMENT**

The Board of Supervisors will amend its written policies and take other action by resolution

or otherwise in order to give full force and effect to this Memorandum. The below representatives agree to recommend the implementation of this Memorandum.

**ARTICLE 24: 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.”

COUNTY OF SONOMA

ESC

/s/ Lynne Durrell

Lynne Durrell Date

/s/ Randy Royston

Randy Royston Date

/s/ Dan Taylor

Dan Taylor Date

/s/ Kelly Tuffo

Kelly Tuffo Date

/s/ Lis Fiekowsky

Lis Fiekowsky Date

/s/ Jonathan Akre

Jonathan Akre Date

/s/ Thomas Cooper

Thomas Cooper Date

/s/ Gabriel Felix

Gabriel Felix Date

/s/ James Alexander

James Alexander Date

/s/ Bonnie Lyon

Bonnie Lyon Date

/s/ Darcy Bering

Darcy Bering Date

/s/ Lisa Frederickson

Lisa Frederickson Date

/s/ Natalie Hall

Natalie Hall Date

/s/ Rebecca Purcell

Rebecca Purcell Date

**(Signed Documents on File with Employee Relations)**

**APPENDIX A:**  
**ESC SALARY TABLE**

**EFFECTIVE 9/27/2016 – 3% COLA**

Job Code	Job Title	A Step Rate	I Step Rate	A Step Monthly	I Step Monthly
2682	AODS Counselor I	\$24.90	\$30.27	\$4,331	\$5,265
2683	AODS Counselor II	\$27.46	\$33.37	\$4,776	\$5,804
2684	AODS Specialist	\$28.64	\$34.81	\$4,981	\$6,054
2533	Associate Psychologist	\$34.23	\$41.61	\$5,953	\$7,237
2505	Behavioral Health Clinical Specialist	\$34.60	\$42.06	\$6,018	\$7,315
2503	Behavioral Health Clinician	\$32.15	\$39.08	\$5,592	\$6,797
2469	Behavioral Health Clinician Intern	\$28.59	\$34.76	\$4,973	\$6,046
2630	Biostatistician	\$33.81	\$41.10	\$5,880	\$7,148
2468	Case Management Specialist	\$24.84	\$30.19	\$4,320	\$5,251
2525	Clinical Psychologist	\$37.79	\$45.93	\$6,573	\$7,988
2527	Clinical Psychologist Specialist	\$40.65	\$49.40	\$7,070	\$8,592
2500	Clinical Social Wkr Associate	\$28.07	\$34.11	\$4,882	\$5,933
2625	Dairy Inspector	\$31.82	\$38.67	\$5,534	\$6,726
2611	Environ Health Specialist I	\$28.68	\$34.86	\$4,988	\$6,063
2612	Environ Health Specialist II	\$31.18	\$37.91	\$5,423	\$6,594
2610	Environ Hlth Specialist Trainee	\$27.63	\$33.58	\$4,806	\$5,840
2631	Health Information Specialist I	\$26.02	\$31.63	\$4,526	\$5,501
2632	Health Information Specialist II	\$28.60	\$34.77	\$4,974	\$6,047
2521	Inpatient Psychologist	\$43.17	\$52.48	\$7,508	\$9,128
2471	Marriage Family Therapist	\$32.15	\$39.08	\$5,592	\$6,797
2472	Marriage Family Therapist Spec	\$34.60	\$42.06	\$6,018	\$7,315
2473	Mental Health Rehab Therapist	\$26.47	\$32.17	\$4,604	\$5,595
2185	Nutritionist	\$27.60	\$33.55	\$4,800	\$5,835
2301	Occupational Therapist I	\$31.01	\$37.70	\$5,393	\$6,557
2306	Occupational Therapist I CTP	\$31.01	\$37.70	\$5,393	\$6,557
2302	Occupational Therapist II	\$34.53	\$41.97	\$6,006	\$7,300
2307	Occupational Therapist II CTP	\$34.53	\$41.97	\$6,006	\$7,300
2316	Physical Therapist I CTP	\$31.01	\$37.70	\$5,393	\$6,557
2317	Physical Therapist II CTP	\$34.53	\$41.97	\$6,006	\$7,300
2120	Public Health Micro Trainee	\$16.36	\$19.89	\$2,845	\$3,459
2121	Public Health Microbiologist I	\$27.62	\$33.57	\$4,804	\$5,839

2122	Public Health Microbiologist II	\$31.58	\$38.39	\$5,493	\$6,677
2563	Public Health Nurse I	\$34.39	\$41.81	\$5,981	\$7,272
2564	Public Health Nurse II	\$36.09	\$43.86	\$6,277	\$7,628
2470	Sr Client Support Specialist	\$24.84	\$30.19	\$4,320	\$5,251
2614	Sr Environmental Health Specialist	\$33.26	\$40.43	\$5,785	\$7,032
2635	Sr Health Info Specialist	\$30.76	\$37.40	\$5,350	\$6,505
2629	Sr Lactation Consultant	\$32.28	\$39.23	\$5,614	\$6,823
2565	Sr Public Health Nurse	\$38.80	\$47.17	\$6,748	\$8,204
2534	Staff Psychiatrist	\$80.41	\$97.73	\$13,985	\$16,998

**EFFECTIVE 10/11/2016 - Salary Adjustments**

Job Code	Job Title	A Step Rate	I Step Rate	A Step Monthly Salary	I Step Monthly Salary
2505	Behavioral Health Clinical Specialist	\$36.33	\$44.16	\$6,319	\$7,681
2503	Behavioral Health Clinician	\$33.76	\$41.03	\$5,872	\$7,136
2469	Behavioral Health Clinician Intern	\$30.02	\$36.50	\$5,221	\$6,348
2625	Dairy Inspector	\$33.41	\$40.60	\$5,811	\$7,061
2611	Environ Health Specialist I	\$30.11	\$36.60	\$5,237	\$6,366
2612	Environ Health Specialist II	\$32.74	\$39.81	\$5,694	\$6,924
2610	Environ Hlth Specialist Trainee	\$29.01	\$35.26	\$5,046	\$6,133
2563	Public Health Nurse I	\$36.11	\$43.90	\$6,280	\$7,635
2564	Public Health Nurse II	\$37.89	\$46.05	\$6,590	\$8,009
2614	Sr. Environmental Health Specialist	\$34.92	\$42.45	\$6,073	\$7,383
2565	Sr Public Health Nurse	\$40.74	\$49.53	\$7,086	\$8,615
2534	Staff Psychiatrist	\$82.02	\$99.70	\$14,265	\$17,340

**EFFECTIVE 3/14/2017 - 3% COLA**

Job Code	Job Title	A Step Rate	I Step Rate	A Step Monthly Salary	I Step Monthly Salary
2682	AODS Counselor I	\$25.65	\$31.17	\$4,461	\$5,421
2683	AODS Counselor II	\$28.28	\$34.37	\$4,919	\$5,978
2684	AODS Specialist	\$29.50	\$35.87	\$5,131	\$6,239
2533	Associate Psychologist	\$35.26	\$42.85	\$6,133	\$7,453
2505	Behavioral Health Clinical Specialist	\$37.42	\$45.48	\$6,508	\$7,910
2503	Behavioral Health Clinician	\$34.77	\$42.27	\$6,047	\$7,352
2469	Behavioral Health Clinician Intern	\$30.92	\$37.58	\$5,378	\$6,536
2630	Biostatistician	\$34.82	\$42.33	\$6,056	\$7,362
2468	Case Management Specialist	\$25.59	\$31.10	\$4,451	\$5,409
2525	Clinical Psychologist	\$38.92	\$47.31	\$6,769	\$8,228
2527	Clinical Psychologist Specialist	\$41.87	\$50.89	\$7,282	\$8,851
2500	Clinical Social Wkr Associate	\$28.91	\$35.14	\$5,028	\$6,112
2625	Dairy Inspector	\$34.41	\$41.83	\$5,985	\$7,275
2611	Environ Health Specialist I	\$31.01	\$37.70	\$5,393	\$6,557
2612	Environ Health Specialist II	\$33.72	\$40.99	\$5,865	\$7,129
2610	Environ Hlth Specialist Trainee	\$29.88	\$36.32	\$5,197	\$6,317
2631	Health Information Specialist I	\$26.80	\$32.58	\$4,661	\$5,667
2632	Health Information Specialist II	\$29.46	\$35.81	\$5,124	\$6,228
2521	Inpatient Psychologist	\$44.47	\$54.04	\$7,734	\$9,399
2471	Marriage Family Therapist	\$33.11	\$40.26	\$5,759	\$7,002
2472	Marriage Family Therapist Spec	\$35.64	\$43.31	\$6,199	\$7,533
2473	Mental Health Rehab Therapist	\$27.26	\$33.13	\$4,741	\$5,762
2185	Nutritionist	\$28.43	\$34.56	\$4,945	\$6,011
2301	Occupational Therapist I	\$31.94	\$38.83	\$5,555	\$6,754
2306	Occupational Therapist I CTP	\$31.94	\$38.83	\$5,555	\$6,754
2302	Occupational Therapist II	\$35.57	\$43.24	\$6,187	\$7,521
2307	Occupational Therapist II CTP	\$35.57	\$43.24	\$6,187	\$7,521
2316	Physical Therapist I CTP	\$31.94	\$38.83	\$5,555	\$6,754
2317	Physical Therapist II CTP	\$35.57	\$43.24	\$6,187	\$7,521
2120	Public Health Micro Trainee	\$16.85	\$20.48	\$2,931	\$3,562
2121	Public Health Microbiologist I	\$28.45	\$34.58	\$4,948	\$6,014
2122	Public Health Microbiologist II	\$32.53	\$39.54	\$5,658	\$6,877
2563	Public Health Nurse I	\$37.19	\$45.20	\$6,468	\$7,861

2564	Public Health Nurse II	\$39.03	\$47.44	\$6,788	\$8,251
2470	Sr Client Support Specialist	\$25.59	\$31.10	\$4,451	\$5,409
2614	Sr. Environmental Health Specialist	\$35.97	\$43.72	\$6,256	\$7,604
2635	Sr Health Info Specialist	\$31.68	\$38.50	\$5,510	\$6,696
2629	Sr Lactation Consultant	\$33.25	\$40.41	\$5,783	\$7,028
2565	Sr Public Health Nurse	\$41.96	\$51.00	\$7,298	\$8,870
2534	Staff Psychiatrist	\$84.48	\$102.69	\$14,693	\$17,860



## APPENDIX B: BENCHMARK AND RELATED CLASSIFICATIONS

Benchmark Class	Related Class
AOD SERVICES COUNSELOR II	AOD SERVICES SPECIALIST AOD SERVICES COUNSELOR I
NUTRITIONIST	No related class
PUBLIC HEALTH MICROBIOLOGIST III	PUBLIC HEALTH MICROBIOLOGIST I PUBLIC HEALTH MICRO TRAINEE
PHYSICAL THERAPIST II	OCCUPATIONAL THERAPIST II OCCUPATIONAL THERAPIST II CTP PHYSICAL THERAPIST II CTP OCCUPATIONAL THERAPIST I OCCUPATIONAL THERAPIST I CTP PHYSICAL THERAPIST I PHYSICAL THERAPIST I CTP
SR. CLIENT SUPPORT SPECIALIST	CASE MANAGEMENT SPECIALIST
MENTAL HEALTH REHAB THERAPIST	No related class
BEHAVIORAL HEALTH CLINICIAN	BEHAVIORAL HEALTH CLINICIAN INTERN BEHAVIORAL HEALTH CLINICAL SPECIALIST
CLINICAL PSYCHOLOGIST	INPATIENT PSYCHOLOGIST CLINICAL PSYCHOLOGIST SPECIALIST ASSOCIATE PSYCHOLOGIST
STAFF PSYCHIATRIST	STAFF PSYCHST MEDICAL CHIEF STAFF PSYCH JUV DET FAC CHIEF
PUBLIC HEALTH NURSE II	SR PUBLIC HEALTH NURSE PUBLIC HEALTH NURSE I
ENVIRON HEALTH SPECIALIST II	ENVIRON HEALTH SPECIALIST III ENVIRON HEALTH SPECIALIST I ENVIRON HLTH SPECIALIST TRAINEE DAIRY INSPECTOR
BIOSTATISTICIAN	No related class
HEALTH INFORMATION SPECIALIST II	SR HEALTH INFO SPECIALIST HEALTH INFORMATION SPECIALIST I SENIOR LACTATION CONSULTANT

\*Related class gets same market adjustment as benchmark

\*\*Salary 2% above EHS II

**APPENDIX C: GRIEVANCE PROCEDURES**

**ESC GRIEVANCE PROCEDURES**

<b>Step Number</b>	<b>Complaint Procedure</b>	<b>Response Procedure</b>
STEP 1	<ul style="list-style-type: none"> <li>• Employee has a question on MOU contract administration or believes a MOU contract violation has occurred.</li> <li>• Employee discusses with his/her immediate supervisor within <b>fifteen (15) calendar days</b> from the date of the action causing the potential grievance. Employee informs Supervisor that this is a contract question or potential grievance. (MOU section 18.5)</li> </ul>	<p>Immediate supervisor considers the question or incident, researches and responds to the employee within <b>six (6) calendar days</b>.</p>
STEP II	<ul style="list-style-type: none"> <li>• Employee receives Supervisor’s response. If after considering response, employee still believes a contract violation has occurred, Employee completes <u>ESC Memorandum of Understanding Grievance Form</u> and completes Step I noting date and results of informal discussion.</li> <li>• Employee also completes Step II of Grievance Form, citing MOU sections allegedly violated, and providing a detailed accounting of incident and desired resolution.</li> <li>• Employee submits written Grievance Form to immediate Supervisor within <b>seven (7) calendar days</b> from the date of the Supervisor’s response from Step I.</li> <li>• Employee sends a copy of Grievance Form to County’s Director of Labor Relations. (MOU Section 18.6)</li> </ul>	<p>Immediate Supervisor responds to written Grievance Form, completing Supervisor’s Decision section of form within <b>seven (7) calendar days</b> from the date the written Grievance Form is received. Supervisor also cc’s County’s Director of Labor Relations. (MOU Section 18.7)</p>

<b>Step Number</b>	<b>Complaint Procedure</b>	<b>Response Procedure</b>
STEP III	<ul style="list-style-type: none"> <li>• If the Employee is not satisfied with the response at Step II, the Employee completes the <input type="checkbox"/>Step III<input type="checkbox"/>section of the Grievance Form, appealing the Supervisor's decision to the department head or appointing authority within <b>seven (7) calendar days</b> after receipt of the written response at Step Two.</li> <li>• Employee gives signed original Grievance Form to Department Head or Appointing Authority.</li> <li>• Employee sends a copy of Grievance Form to County's Director of Labor Relations. (MOU section 18.8)</li> </ul>	<p>The Department Head, Appointing Authority, or his/her representative, meets with the employee to thoroughly discuss the grievance. The Department Head or Appointing Authority completes the <input type="checkbox"/>Step III<input type="checkbox"/> section of the Grievance Form giving a written decision to the grievance within <b>fifteen (15) calendar days</b> after the discussion. A copy of the Department Head's response is also sent to the County's Director of Labor Relations. (MOU section 18.9)</p>
STEP IV	<ul style="list-style-type: none"> <li>• If the grievance was not settled at Step III, consult your ESC Memorandum of Understanding for an appeal option or contact your Union Representative or the Director of Labor Relations. (MOU sections 18.10 - 18.17)</li> </ul>	

**ESC  
MEMORANDUM OF UNDERSTANDING  
GRIEVANCE FORM**

For use <u>only</u> to process a grievance under the Grievance Procedure established in Article 18 of the Engineers and Scientists of California, Local 20 for Health Professional employees MOU.	
NAME	JOB CLASSIFICATION
DEPARTMENT/DIVISION	
ASSOCIATION	
SUPERVISOR'S NAME	TITLE
DATE DISCUSSION HELD	DATE OF SUPERVISOR'S RESPONSE
DESCRIBE GRIEVANCE: Be specific, fully describe how the grievant is/was adversely affected (If more space is needed, use additional paper.)	
DATE(S) OF INCIDENT(S)	
M. O. U. ARTICLE VIOLATED	
REQUESTED SOLUTION	



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



## APPENDIX D: VOLUNTARY TIME OFF PROGRAM

### VOLUNTARY TIME OFF (VTO) PROGRAM

#### 1. Purpose:

The purpose of the Voluntary Time Off program is to mitigate the need for layoffs of employees in a department. This is done by employees in that department reducing their hours worked and their pay on a temporary basis, until funding has improved or staffing levels have been reduced. This program is not intended for permanent reductions in FTEs. Employees wishing to work less than their current FTE on a permanent basis should contact their department regarding a change in their status.

#### 2. Request Submission

- a. An employee wishing to take Voluntary Time Off with out pay (defined as hourly rate) may submit a request for a specific number of hours/days he/she wishes to take as VTO, on the VTO Request Form. The use of VTO is voluntary by the employee and can be withdrawn by the employee at any time. Agreement by the department head to a VTO schedule is voluntary and can be withdrawn by the department at any time.
- b. Joint agreement between the employee and his/her department head or designee is required and shall specify the exact hours/days to be taken off under VTO.

#### 3. Employee Conditions

The department head or designee may authorize a permanent or probationary employee Voluntary Time Off without pay with the right to return to the same allocation subject to the following conditions:

- a. VTO shall be considered time in pay status for the accrual of benefits, cash allowance and eligibility for overtime and holidays. The same level of benefits and deductions shall be maintained for health, vision, life and dental insurance, vacation and sick leave accrual and retirement credit. The Employee's base salary shall be reduced for each hour taken as VTO. The hourly cash allowance is paid for all hours in a pay status, thus will not be impacted by VTO hours taken.
- b. VTO may be taken in increments of not less than one-half hour. VTO shall be prorated for part-time employees based upon their regular work schedule (budgeted FTE). Employees may reduce their work schedule by up to 25% of their regular work schedule per pay period (for a full time FTE, the maximum reduction per pay period would be 20 hours).
- c. VTO shall apply toward time in service for retirement, completion of probation, eligibility for merit increases and toward seniority.
- d. VTO shall be granted without requiring employees to first use accumulated vacation or compensatory time off.

- e. VTO shall be available only to employees who are in pay status the entire work day before the beginning of the VTO, as well as the entire work day after the completion of VTO.
- f. VTO shall not be available to employees on other leaves without pay.
- g. VTO is contingent upon approval of the department head. Department heads may decline to agree for any reason. Approval must be received at least 5 days in advance of the requested dates.
- h. Employees on VTO may only be assigned to work overtime in case of emergencies.

4. Department Conditions

- a. Any VTO savings will remain within the department in which the VTO is taken.
- b. Departments by agreeing to an employee's participation in VTO are agreeing that they will not fill vacant positions in their departments in the same classifications and location of those employees that are participating in VTO. Departments may not use extra help in the same classifications and locations of employees they have approved to be in the VTO Program. If at such time, the department intends to fill vacant positions in the classifications participating in VTO, then the department shall suspend current employees' participation in the VTO program. Departments will not assign overtime to any employees in classifications participating in VTO except in emergencies.
- c. Departments will consider, before approving any VTO request, the impact on revenues and reimbursements for VTO hours and only approve VTO requests that save money after taking into consideration the net impact of those revenue reductions.

6. Communication

- a. The County and employee organizations may develop and distribute literature to represented employees that publicizes and explains the VTO program.



**THE COUNTY OF SONOMA  
VOLUNTARY TIME OFF (VTO) REQUEST**

**INSTRUCTIONS:** Carefully read the conditions outlined in the Voluntary Time Off (VTO) Program. Complete this request form (*Please Print*), and submit it to your supervisor who will route it to your Department Head or designee for approval; then to the Department Payroll Clerk for processing and filing. **NOTE:** More than one request form may be submitted.

Name: \_\_\_\_\_

Employee #: \_\_\_\_\_

Job Class: \_\_\_\_\_

Bargaining Unit: \_\_\_\_\_

Department: \_\_\_\_\_

REQUESTED VTO DATES:		TOTAL
FROM:	TO:	HOURS

REQUESTED VTO DATES:		TOTAL
FROM:	TO:	HOURS
<b>TOTAL:</b>		

This request is an agreement between the employee and department head or designee as outlined above. This agreement is subject to approval, and management reserves the right to institute and revoke agreements. Employees may reduce their work schedule by up to 25% of their regular work schedule (for a full time FTE, the maximum reduction per pay period would be 20 hours). A reduction in hours will not impact non salary benefit levels for employees.

VTO may be taken in increments of not less than one-half hour. VTO shall be available to employees who are in “pay status” the work day before the beginning of the VTO as well as in “pay status” the entire work day after the completion of the VTO. VTO shall not be available to employees on leaves without pay.

***The above is in accord with my understanding:***

**Employee Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

Comment: \_\_\_\_\_

**Department Head Authorization:** \_\_\_\_\_ **Date:** \_\_\_\_\_

Comment: \_\_\_\_\_

**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.

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