



MEMORANDUM OF UNDERSTANDING

BETWEEN

THE COUNTY OF SONOMA

AND

**THE SONOMA COUNTY PUBLIC DEFENDER
INVESTIGATORS' ASSOCIATION**

2018 - 2019

UNIT 55 and 56

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**MEMORANDUM OF UNDERSTANDING
BETWEEN THE COUNTY OF SONOMA
AND THE
SONOMA COUNTY PUBLIC DEFENDER INVESTIGATORS' ASSOCIATION**

PREAMBLE

This agreement between the duly appointed representatives of Sonoma County, hereinafter referred to as "County", and the Sonoma County Public Defender Investigators' Association, hereinafter referred to as the "Association", contains the agreement of each concerning wages, hours and other terms and conditions of employment for the term of this Memorandum of Understanding effective with the Board of Supervisors approval.

The parties jointly agree to recommend to the County Board of Supervisors the adoption of this successor Memorandum of Understanding. This Memorandum shall apply only to those classifications listed under Article 2, Recognition.

ARTICLE 1 - TERM

1.1 Effective Dates

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

1.2 Notice for Successor Memorandum

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

ARTICLE 2 - RECOGNITION

The County recognizes the Association as the sole bargaining representative for the Public Defender Investigators' bargaining unit. This bargaining unit consists of all full-time and part-time employees in regular permanently allocated positions in the classifications listed below:

Public Defender Investigator Non-Supervisory – Unit 55

Public Defender Investigator I
Public Defender Investigator II

Public Defender Investigator Supervisory – Unit 56

Senior Public Defender Investigator

ARTICLE 3 - DEFINITIONS

3.1 Non-Application

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

3.2 Definitions

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

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

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

CALENDAR YEAR: January 1 through December 31.

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

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

DEPARTMENT HEAD: The Public Defender, or designee.

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

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

- a. the two parties reside together and share the common necessities of life;
- b. the two parties are not married to anyone, eighteen years or older, not related by blood closer than would bar marriage in the State of California, and mentally competent to consent to contract and are not acting under fraud or duress;
- c. the two parties declare that they are each other's sole domestic partner and they are responsible for their common welfare;
- d. the two parties agree to notify the County in writing if there is a change of circumstances attested to in the affidavit; and
- e. the two parties affirm, under penalty of perjury, that the assertions in the affidavit are true to the best of their knowledge.

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

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

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

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

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

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

FLEX-TIME WORK SCHEDULE: A non-regular work schedule with or without a consistent pattern as to the number of work hours per day or week, but an arrangement whereby the employee is obligated to perform work and be responsible for flexing the hours of his/her own work schedule. Employees assigned to a flex-time work schedule will be eligible for overtime only when the hours worked exceed 80 in a pay period or as otherwise required by law.

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

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

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

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

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

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

REGULAR WORK PERIOD: The determination by the County of the fixed regularly recurring work period used for the determination of statutory overtime. For non-sworn, non-exempt employees the regular work period is seven consecutive days which currently begins at 12:01 a.m. Tuesday morning. For sworn, non-exempt employees the regular work period is currently 14 consecutive days which coincides with the County's bi-weekly pay period.

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

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

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

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

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

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

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

3.3 Fair Labor Standards Act Not Incorporated

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

ARTICLE 4 - MANAGEMENT RIGHTS

4.1 Retention of Rights

The Association recognizes that the County has and will continue to retain in all respects, whether exercised or not, the unilateral and exclusive right to operate, administer, and manage its public services and its work force performing those services.

4.2 Nongrievability of Decision Making Authority

The County has and will continue to retain exclusive decision making authority on matters not expressly modified by specific provisions of this Memorandum except as provided in this Memorandum. Such decision making shall not in any way be subject to the grievance procedure provided in Article 27.

4.3 Exclusive Rights

The exclusive rights of the County shall include, but not be limited to, the right to determine the organization of County government and the purpose and mission of its constituent agencies; to set standards of service to be offered to the public, and through its management officials to exercise control and discretion over its organization and operations; to establish and enforce administrative regulations and work rules in addition to and not inconsistent with the specific provisions of this Memorandum of Understanding; to direct its employees; to take disciplinary action; to relieve its employees from duty because their positions are abolished, or whenever necessary because of lack of work or lack of funds, or under conditions where continued work would be ineffective or non-productive; to determine whether goods or services shall be made, purchased or contracted for; to determine the methods, means and personnel by which the County's services are to be provided, purchased or contracted including the right to schedule and

assign work and overtime; and to otherwise act in the interest of efficient service to the County and the public.

4.4 Contracting-Out

The County agrees to meet and confer, upon request of the Association, over the impact to employees of any decision by the County to contract-out significant bargaining unit work to a non-County enterprise or agency. The decision to contract-out such work shall not be subject to meet and confer.

ARTICLE 5 - PERSONAL PROPERTY REIMBURSEMENT

5.1 Personal Property Reimbursement Claims

Upon recommendation of the Department Head, the County, in accordance with Government Code Section 53240, shall provide for payment of the costs of replacing or repairing property or prostheses of an employee, such as eyeglasses, hearing aids, dentures, watches, or articles of clothing necessarily worn or carried by the employee when any such items are lost or damaged in the line of duty without negligence by employee. If the items are damaged beyond repair, the actual value of such items may be paid. The value of such items shall be determined as of the time of the loss thereof or damage thereto in accordance with the Personal Property Claims Guide as provided by Board of Supervisors Resolution No. 56420, dated January 18, 1977. In accordance with the foregoing, the County and the Association agree that personal property customarily used by employees in the performance of special duties, such as divers' equipment and gear and watches appropriate for divers and helicopter pilots and observers, shall be considered as "trade or crafts tools" as provided for in Board of Supervisors Resolution No. 56420. The County and the Association further agree that the Resolution No. 56420 requirement of the County and the Association to agree upon an inventory of such personal property used on duty is satisfied when the employee affected and the employee's supervisor, or other designee of the Department Head, agree upon the personal property to be included in an approved inventory.

5.2 Personal Property Reimbursement Supplement - Damage to Employee Vehicles

The County will continue to make partial reimbursement for vehicle damage in accordance with Board of Supervisor's Resolution 90-0721 dated April 24, 1990.

ARTICLE 6 - EMPLOYEE RIGHTS

6.1 Personnel Files

An employee shall have the right to inspect and review any personnel file or record relating to his performance as an employee which is kept or maintained by the County. The County shall provide an opportunity for the employee to respond in writing to any information contained therein with which he disagrees. Such response shall become a permanent part of the employee's personnel file. The employee shall be responsible for providing the written responses to be included as part of the employee's personnel file. At his request, an employee shall be provided one copy of any document placed in the employee's personnel file. No employee shall have any comment adverse to his interest entered in his personnel file without the employee having first read and signed the document containing the adverse comment, except that such entry may be made if after reading the document the employee refuses to sign it. Should an employee refuse to sign, the fact shall be noted on the document. The County and Association agree that Personnel files and records are confidential. It is further understood and agreed that reference letters and background investigations are exempt from review by the employee or the Association. Should an employee wish to have Association or a non-Association representative review his personnel file and/or records in the employee's absence, he will provide Association or non-Association representative with a signed letter indicating the employee's consent to have his file and/or records reviewed. The Association or non-Association representative shall present said consent letter to the employee's Department Head or his designee prior to reviewing said employee's file and/or records. All personnel files and records are and remain the property of the County. Each Department Head shall keep one personnel file for each employee in the bargaining units covered by this Memorandum of Understanding. Time for inspection and review of such files and/or records shall be available to the employee at any reasonable time during the regular business hours of the County.

6.2 Safety Program

The County has developed and the Board of Supervisors approved on February 26, 2008 (Resolution #08-0157) an Occupational Safety and Health Program in accordance with Sonoma County Administrative Policy 6-4 Safety Management Program. All hazard reports, actions and appeals shall follow the process contained in the County of Sonoma Safety Management Policy, Administrative Policy 6-4, and Sonoma County Safety Management Program, and shall not be the subject of a grievance through this MOU.

ARTICLE 7 - SALARIES AND ADMINISTRATION OF THE SALARY SCHEDULE

7.1 Salaries

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

d. Hourly Cash Allowance

Effective the first full pay period closest to May 19, 2009, the County shall pay each permanent full and part time employee, in addition to their hourly regular earning rate from the salary schedule, a cash allowance of \$3.45 per pay status hour that the employee is in paid status excluding overtime, up to maximum of 80 hours in a pay period (or approximately a maximum of \$600 per month).

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

7.2 Salary Upon Employment

Except as otherwise provided herein, appointment to any position in any class shall be made at the minimum rate, and advancement to rates greater than the minimum rate shall be within the limits of the salary scale for the class.

7.3 Advanced Step Upon Employment

In exceptional cases after reasonable effort has been made to obtain employees for a particular class at the minimum rate, employment of individuals who possess special qualifications higher than the minimum qualifications prescribed for the particular class may be authorized at a rate higher than the minimum upon recommendation of the Department Head with approval of the County.

7.4 Reappointment Consideration

Any full-time or part-time employee who resigns in good standing, and who is reappointed on a full-time or part-time basis in the same class or a closely related class in the same salary scale or in a lower salary scale within two years after resignation may, upon approval by the County, be paid at any step in the appropriate salary scale, but not less than two steps below the step paid at the time of resignation. Approval of the County is

only required if the person is rehired at a step which exceeds step paid at the time of resignation.

7.5 Extra-Help to Permanent Appointment

An extra-help employee who is appointed to an allocated part-time or full-time position in any class and without a break in service, shall be paid at a step which is nearest in amount to that of the step received in the class held immediately prior to such appointment. Employment at a higher salary step not to exceed the maximums of the scale may be authorized upon recommendation of the Department Head.

7.6 Salary Upon Restoration

Any full-time or part-time employee displaced, laid off, or voluntarily demoted in lieu of layoff and reappointed within two years in the same class from which separated or in a closely related class in the same salary scale, or in a lower salary scale than the class from which separated shall be paid at the salary step closest to but not exceeding the step of the applicable scale paid at the time of displacement, layoff or voluntary demotion. Such employee shall be considered for merit increase when the employee's total hours in pay status before and after separation and restoration equal the number of hours required for merit increase.

7.7 Salary Upon Promotion

Except as otherwise provided herein, any full or part-time employee who is promoted to a position in a class allocated to a higher salary scale than the class from which the employee was promoted shall receive the salary step rate of the appropriate scale which would constitute an increase of salary most closely equivalent to but not less than five (5) percent of the employee's salary step rate before promotion, but not less than the minimum salary scale of the new class nor greater than the maximum salary of the new class.

If a promotion occurs 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 pay status, exclusive of overtime subsequent to promotion, equals 1040 hours. The effective date of the merit increase shall be in accordance with Article 7.21.

7.8 Advanced Salary Upon Promotion

Upon promotion of a full-time or part-time employee to a new class, the Human Resources Director may recommend to the County Administrator that the person being promoted shall receive a rate of pay which is higher than that to which the employee is entitled, but which in no way exceeds the top of the scale.

7.9 Salary Upon Demotion During Probation

Any full-time or part-time employee who, during the employee's probationary period, is demoted to a class which the employee formerly occupied in good standing during the same period of continuous employment in paid or unpaid status shall have the employee's salary reduced to the salary the employee would have received if the employee had remained in the lower class throughout the employee's period of service in the higher class. The employee's eligibility for merit advancement shall be determined as if the employee had remained in the lower class throughout the period of service in the higher class.

7.10 Salary Upon Involuntary Demotion

A full or part-time employee, to whom the circumstances described in Article 7.9 do not apply, who is demoted involuntarily to a position in a class which is allocated to a lower salary scale than the class from which the employee is demoted shall have the employee's salary reduced to the salary in the scale for the new class next lower than, or not more than five (5) percent lower than the salary received before demotion, except that such employee shall not be paid more than the maximum of the scale of the class to which the employee is demoted. The employee's eligibility for merit advancement shall not change as a result of demotion.

7.11 Salary Upon Voluntary Demotion

A full or part-time employee, to whom the circumstances described in Article 7.9 above do not apply, who is demoted voluntarily or who is displaced as a result of layoff to a position in a class which is allocated to a lower salary scale than the class from which the employee is demoted, or displaced as a result of layoff shall receive the highest salary step in the scale for the new class which does not exceed the salary received before demotion or displacement but not exceeding the maximum of the salary scale for the new class. The employee's eligibility for merit advancement shall not change as a result of demotion or displacement.

7.12 Salary Upon Reappointment from Voluntary Demotion

Any full-time or part-time employee who is demoted voluntarily and who is reappointed on a full-time or part-time basis in the same class within two years, shall be reappointed at either the same step the employee received at the time of demotion or the salary step nearest the amount of the employee's present salary step, whichever is greater.

7.13 Salary Upon Transfer

A full-time or part-time employee who transfers from one allocated position to another allocated position in the same job class shall be placed at the same salary step which the employee was receiving prior to the transfer. A full or part-time employee who transfers from one allocated position in a job class to another allocated position in a closely related job class for which s/he possesses the minimum qualifications shall be paid at the step in the new scale nearest in amount to what the employee received prior to transfer.

A closely related job class is defined as a job class that has sufficiently similar duties and minimum qualifications to make a change of status compatible with Merit System Standard, and has a salary scale that is within four (4) percent above or below the employee's current job classification's salary scale.

7.14 Salary Upon Reallocation of Class

An employee in a position in a class which is reallocated from one salary scale to another shall continue to receive the same salary step.

7.15 Salary Upon Reclassification of Position - Same Salary

Whenever a position is reclassified to a class which is allocated to the same salary range, the incumbent shall retain the same salary step received prior to the reclassification if the incumbent is appointed to fill the position.

7.16 Salary Upon Reclassification of Position - Higher Salary

Except as otherwise provided herein, whenever a position is reclassified to a class which is allocated to a higher salary scale, the salary of the incumbent shall be as provided in Article 7.7 if the incumbent is appointed to fill the position.

7.17 Salary Upon Reclassification of Position - Lower Salary

Whenever a position is reclassified to a class which is allocated to a lower salary scale, the salary of the incumbent shall be as provided by Article 7.11, if the incumbent is appointed to fill the position. Whenever the effect of reclassification is to reduce the salary

of an incumbent, the Board of Supervisors may, upon recommendation by the Director of Human Resources, direct that the incumbent shall continue to receive the previously authorized salary until termination of employment in the position, or until a percentage increase in pay may be authorized, whichever first occurs. Appropriate records shall show such an incumbent as being paid at a special fixed rate (Y rate) of the salary scale for the employee's class.

7.18 Merit Advancement Within Salary Ranges

Merit increases within a scale shall not be automatic. They shall be based upon merit and shall require a written performance evaluation with a minimum satisfactory overall rating. An employee with a less than satisfactory overall rating on the employee's most recent performance evaluation shall not be eligible for a merit increase until the employee receives an overall rating of satisfactory. The performance evaluation shall be reviewed by the employee's department head or Department Head and approved in writing prior to the granting of any merit increase. Merit increases shall be made within the appropriate salary scale for the class by computing the new salary step rate which is most closely equivalent to five percent (5%) higher than the previous base hourly rate.

7.19 Performance Appraisals

Performance appraisals of full-time and part-time employees which deny a merit salary increase or have an overall rating of "unsatisfactory" may be grieved at the employee's option through the 3rd step of the Grievance Procedure established under this Memorandum for a final decision.

7.20 Salary Upon Advancement Within a Range

Each employee shall be considered for an initial merit increase when the employee's total hours in pay status within the same class exclusive of overtime equals 1040 hours. Thereafter, an employee shall be considered for subsequent merit increases when the employee accumulates 2080 hours pay status, exclusive of overtime.

7.21 Effective Date of Merit Increase

The effective date of the merit increase shall be the start of the work day during which the employee becomes eligible for the merit increase.

7.22 Salary Upon Temporary Promotion

An employee assigned by the Department Head to perform the full range of duties of a higher classification to fill a vacancy caused by resignation, termination, promotion or an extended leave of absence, who meets the minimum qualifications for the higher

classification, shall be paid according to the salary of the scale for the new class which would constitute an increase in salary at the step most closely equivalent to five (5) percent greater than the employee's salary before promotion, but not less than minimum salary of the new class, nor greater than the maximum salary of the new class. The employee shall receive this salary as long as the employee continues to serve in such assignment and shall be entitled to receive increases for the position in accordance with the merit increase section of this Memorandum as though the employee had been appointed on the day that the employee began to receive the salary designated for the position. All other benefits to which an employee is entitled under the terms of this MOU shall continue and no additional benefits will be provided to employees temporarily assigned to a higher class.

7.23 Initial Salary Adjustments

The County and the Association agree that, following the Association's ratification of the new Memorandum, the Board of Supervisors will implement any changes in the Memorandum effective September 10, 2013, or as otherwise specified herein.

The County will adjust the payroll to reflect the negotiated salary scale changes effective with the pay period starting on the dates shown in Section 7.1 Salaries.

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

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

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

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

7.25 Comparison Agencies

Unless mutually agreed to, all classification within the bargaining units 55 and 56 shall utilize the following for comparable agency purposes:

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

For purposes of understanding market data in applicable classification studies, top-step salary of comparable job classifications within the composite list of eleven agencies will be determined, the two agencies showing the highest and lowest top-step salary will be removed from the calculation. At least four match classes must exist in order to conclude there is sufficient market data.

ARTICLE 8 - SPECIAL COMPENSATION BENEFITS

8.1 Special Compensation Premium Pays

Premium pays provided in this Memorandum will not be added to an employee's base hourly rate for computing overtime or any other differential, premium pay, or any other specialty pay unless specifically provided for in this Memorandum or as required by law.

8.2 POST Premiums

Each employee who has been awarded a valid intermediate or advanced certificate issued by the California Commission on Peace Officer's Standards and Training (POST) shall be eligible for POST Premium compensation upon presentation of said certificate to the County. Each eligible employee who has been awarded a valid intermediate certificate shall receive 2.5% of employee's base hourly rate for all compensation purposes, including overtime and retirement. Each eligible employee who has been awarded a valid advanced certificate shall receive 5% of employee's base hourly rate for all compensation purposes, including overtime and retirement. The payments set forth in this Article 8.2 shall become effective at the beginning of the first full pay period following the date of eligibility or application for the specified POST premium, whichever date is later. No employee shall receive POST Premium compensation for a valid intermediate or advanced certificate issued by POST if such a certificate is required by the minimum qualifications of the employee's class or position.

8.3 Phone Work Compensation

With the department head's approval, an employee may be called upon to resolve work related problems by telephone without having to return to the work site. Such work shall be treated as time worked. Compensation for such work shall be a minimum of one hour

of pay for any and all telephone calls received or made within that one hour period. In the event a later telephone call is received after the prior one hour of telephone work time, and the call required the employee to again resolve work related problems by telephone, employee shall be paid for an additional one hour of pay for all telephone calls received within that hour.

ARTICLE 9 - BILINGUAL PAY

When a department head designates a position within the bargaining unit which requires bilingual skills on the average of at least 10 percent of the employee's work time, such a designated employee shall first demonstrate a language proficiency of job-related terminology acceptable to the department head and the Human Resources Director. Thereafter, the employee shall be entitled to the payment of one dollar and fifteen cents (\$1.15) per hour for all hours actually worked. Use of bilingual skills shall include time spent translating, answering phone calls, performing research, speaking with or writing to clients in a language other than English.

ARTICLE 10 - MILEAGE REIMBURSEMENT

An employee who is authorized to use a personal motor vehicle for travel required in the performance of County work shall be reimbursed at the standard IRS business mileage rate.

ARTICLE 11 - DEFERRED COMPENSATION & RETIREMENT

11.1 Deferred Compensation - Voluntary Program

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

11.2 Deferred Compensation - County Paid Program

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

11.2.2 As part of negotiations for a successor MOU, the parties shall meet and confer regarding contributions to a County-paid deferred compensation plan for bargaining unit members eligible under federal law and plan rules. The status quo for purposes

of the successor MOU meet and confer regarding County-paid deferred compensation shall be as follows (effective upon expiration of the MOU):

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

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

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

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

11.4 Retirement – Credit for Prior Public Service

In addition to any other retirement buyback provision, employees who are contributing members of the Sonoma County Employees' Retirement Association can purchase retirement credit for public service time rendered prior to employment with the County of Sonoma pursuant to Government Code Sections 31641.1 and 3164.2, during the term of this MOU.

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

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

11.5.1 Final Compensation Based On Three Year Average

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

11.5.2 2.0% @ 62 Pension Formula

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

11.5.3 Required Employee Contributions

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

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

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

11.6.1 Final Compensation Based on Single Year

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

11.6.2 3.0% @ 60 Pension Formula

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

11.6.3 Required Employee Contribution

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

11.6.4 Employee Cost Share – 50% of Normal Cost

a. Effective the first full pay period following July 1, 2016, 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 11.6.3 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 the Sonoma County Employees Retirement Association (SCERA) covered by this Section 11.6 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.

b. 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 11.6.3 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 the Sonoma County Employees Retirement Association (SCERA) covered by this Section 11.6 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.

c. The lump sum benefit allowance described in Sections 11.6.4 (a) and (b) will not be included in wages for computations of overtime, pension benefits or for any County benefit related purpose. 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 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.

11.7 Employer Pick-Up of Employee’s Share of Retirement Contribution – Not Allowed

Pursuant to the Public Employees’ Pension Reform Act of 2013 (PEPRA)

The County shall not contribute towards any employee’s share of retirement

Contributions.

ARTICLE 12 - DIRECT DEPOSIT

The County will make a deposit of an employee's pay checks directly to their bank or credit union accounts. The effective date of deposit will be one day after the regularly scheduled date of payroll issue.

ARTICLE 13 - HOURS AND OVERTIME

13.1 Application

This article is intended only as a basis for outlining standards for hours of work, work schedules and a basis for calculating overtime payments. Hours specified under types of employment indicate a commitment by the County to the normal maximum hours each employee is to be regularly scheduled, as long as there is sufficient work.

13.2 Types of Employment

Full-Time

An allocated position which is regularly scheduled for 80 hours of work in a bi-weekly pay period.

Part-Time

An allocated position which is regularly scheduled for less than 80 hours of work in a bi-weekly pay period.

Extra-help

A non-allocated assignment of duties which are defined in the Civil Service Rules.

13.3 Work Schedules

The County reserves the right to establish and modify individual work schedules consistent with this Memorandum.

13.4 Flex-Time Schedule

The County reserves the right to utilize a flex-time schedule. Employees assigned to a flex-time schedule will be eligible for overtime only when the hours worked exceed 80 in a pay period or as otherwise required by law. The County reserves the right to discontinue the flex-time schedule and reassign an employee to a normal daily work schedule based on the operational needs of the department.

13.5 Posting of Work Schedules

For the convenience of employees, work schedules will be posted in advance.

13.6 Work Schedule Change

The County reserves the right to establish and modify work schedules. Except in cases where emergency operations require less notice, a notice of change in an individual's work schedule arising from other than transfer or promotion shall be given to the affected employee not less than seven (7) calendar days prior to the effective date of the schedule change. Failure to give the seven (7) day notice to a full-time employee shall entitle the affected employee to overtime compensation for all hours actually worked on the new schedule until seven (7) calendar days' notice is given. If any full-time employee has been given seven (7) calendar days advance notice of a shift change and the shift change results in the employee doubling back to work the new shift after leaving the work site, all hours worked on the new shift within the employee's same work day as the former shift will be paid at the employee's base rate, not at overtime, except as otherwise required by law. Part-time employees shall not be paid overtime for changes in schedule unless it results in an employee working over a normal work shift (8 or 10 or more hours) in a regular work day or over 80 hours in a pay period. The term "emergency operations" shall be construed to mean the performance of County functions or services necessary, in the opinion of the County, to protect or preserve the lives, safety, health, or property of the County or the public it serves, but "emergency operations" shall not be construed to mean situations where the County knew in advance of non-emergency situations and could have reasonably planned for any work schedule change necessary to adequately cope with the situation.

13.7 Statutory Overtime for the Non-Exempt Employee

Overtime for the non-exempt employee is divided into statutory overtime and non-statutory overtime. Statutory overtime is overtime that is required by law. Currently, for the non-sworn, non-exempt employee it is defined as all hours worked in excess of 40 hours in a regular 7 day work period. Statutory overtime for the sworn, non-exempt employee is defined as all hours worked in excess of 86 hours in a 14 day work period (which currently coincides with the pay period).

13.8 Non-Statutory Overtime

Non-statutory overtime for the non-sworn, non-exempt employee is defined as hours in paid status in excess of 40 hours in a 7 day work period. For the sworn, non-exempt employee and for the exempt employee, non-statutory overtime is defined as hours in

paid status in excess of 80 in a regular 14 day work period. Non-statutory overtime for all employees is also defined as hours in paid status in excess of the normal full-time daily work shift established by the Department Head or any other circumstance except Article 13.6 where overtime pay is provided in this Memorandum.

13.9 Assignment of Overtime

A Department Head may require and authorize an employee to work overtime if such overtime is essential to the continuing efficient operation of the department in which the employee works. No employee shall work overtime unless authorized by the employee's designated supervisor.

13.10 Overtime Earned

Statutory overtime shall be earned at the rate of one and one half (1-1/2) hours for each one (1) hour of overtime worked. Non-statutory overtime shall be earned at the rate of one (1) hour for each one (1) hour of overtime worked.

13.11 Overtime Compensation

Exempt employees shall be compensated for accrued overtime either in cash at the employee's base hourly rate or as compensatory time off. Non-exempt employees shall first be compensated for statutory overtime in cash at the employee's regular rate of pay. Additional overtime earned by the non-exempt employee shall be compensated either in cash at the employee's base hourly rate or as compensatory time off. The employee assigned to overtime shall make a choice whether to be compensated in cash or in compensatory time until a maximum of forty (40) hours of compensatory time have been accrued. The Department Head in each County department has the right to specify how an employee will be compensated for overtime after (40) hours of compensatory time have been accumulated and until a maximum of [JC1] (120) hours of compensatory time have been accumulated. When (120) hours of compensatory time are accumulated, the department will compensate the employee in cash for any additional overtime worked.

13.12 Approval for Compensatory Time Off

No employee shall take compensatory time off without prior approval of the employee's Department Head. The Department Head shall attempt to schedule such time off at the time agreeable to the employee.

13.13 Requests for Compensatory Time Payments

Each employee may request payment for any or all of the employee's current balance of compensatory time off with the employee's normal pay for any pay period.

13.14 Compensatory Time Payment at Separation

Each employee who is separated from County service shall be entitled to payment for accrued compensatory time at the employee's base hourly rate at the time of the employee's separation.

13.15 Half-Time Pay Provision

If overtime compensation causes an employee's total regular hours in a pay period to be less than the employee's ongoing schedule then the overtime hours shall be compensated at straight time and the employee shall receive half-time compensation at the base hourly rate in cash or in compensatory time off, in accordance with 13.11.

13.16 Overtime Not Cumulative

Overtime eligibility provisions are not cumulative. An employee shall not be entitled to multiple overtime compensation even though more than one overtime condition in this Memorandum may apply.

13.17 Non-Applicability of FLSA

In the event FLSA is rendered inapplicable to the County, either by legislative or judicial action, then the County shall, from the effective date of such action, consider all overtime as non-statutory and assign all employees to a 14-day regular work period.

ARTICLE 14 - CALL-BACK & STANDBY

14.1 Call-Back

Employees who are called back to work after having completed the normal shift and after having left the work site, shall be entitled to receive a minimum of two hours pay at the applicable rate for all call-backs received within that two hours call-back period. Such employees who are called back to work shall be compensated for regular time or overtime, as the case may be.

Employees who are required to appear in court in response to a valid subpoena in their off-duty time shall receive a minimum of three hours of overtime. Any payment for overtime shall be in accordance with the provisions of Article 13. Time worked, for which

the employee is entitled to compensation, shall include reasonable travel time to and from the employee's residence via the shortest commonly traveled route.

Employees who are called back to work while on a duty free meal period will be paid for time worked.

Time worked, for which the employee is entitled to compensation, shall include reasonable travel time to and from the employee's residence via the shortest commonly traveled route. No employee shall continue to receive standby pay once called back to work or while receiving call back pay for hours worked, or while guaranteed minimum is paid. For purposes of computing statutory overtime, only time actually worked and travel time shall be considered.

14.2 Standby

Standby duty requires that an employee designated by the Department Head to be so assigned during off-duty hours, be ready to respond as soon as possible, be reachable by telephone or pager, be able to report to court within a specified period of time, and refrain from activities which might impair the employee's ability to perform assigned duties. No employee shall be paid standby and other compensable duty simultaneously.

ARTICLE 15 - HEALTH & WELFARE BENEFITS FOR ACTIVE EMPLOYEES

15.1 Active Employee Health Plans

An eligible employee and eligible dependent(s) (as defined below), are allowed only to enroll either as a single subscriber in a County offered medical, dental, vision plan and/or dependent life insurance, or as the dependent spouse/domestic partner of another eligible County employee/retiree, but not both. If an employee is also eligible to cover their dependent child/children, each child will be allowed to enroll as a dependent on only one employee or retirees' plan (i.e., an employee and his or her dependents cannot be covered by more than one County offered health plan).

An eligible employee is:

- A County of Sonoma probationary or regular full-time or probationary or regular part-time employee (refer to Section 15.2.8 regarding plans offered and pro-ration of benefits for part-time employees).

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

- Either the employee’s spouse or domestic partner; or
- A child based on your plan’s age limits or a disabled dependent child regardless of age.

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

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

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

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

15.2.1 County Offered Medical Plans

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

Specific reference to a vendor does not obligate the County to continue to offer a medical plan offered by a specific vendor. The County may change health insurance carrier(s) and/or network provider(s), provided the plan design(s) are substantially equivalent.

15.2.2 County Contribution Toward Medical for Active Employee Medical Benefits

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

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

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

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

15.2.3 Dental Benefits

The County offers dental and orthodontic benefits to full and part-time regular employees and their eligible dependent(s). Benefit provisions, co-payments, and deductibles are outlined in the Summary plan Description or Evidence of Coverage. The employee contribution(s) will be:

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

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

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

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

15.2.4 Vision Benefits

The County provides vision benefits to full time active employees and their dependent(s) and computer vision care benefits to full-time active employees, with no employee contribution. Part-time employees will automatically be enrolled in the vision benefit and the County shall contribute to part-time eligible employees on a pro-rated basis, in accordance with Section 15.2.6. Benefit provisions, co-payments, and deductibles are outlined in the Summary Plan Description or Evidence of Coverage.

15.2.5 Life Insurance

The County provides a basic term-life insurance plan for an allocated full-time equivalent position of sixty (60) hours or more (.75 FTE or more) with no employee contribution. Effective May 24, 2016, the life insurance coverage amount will be an amount equal to one (1) times the employee's base salary. Enrollment in basic life insurance is automatic, based on eligibility.

Each eligible and enrolled employee may purchase through payroll deduction dependent

coverage of \$5,000 for each eligible dependent. Benefit provisions are outlined in the Summary Plan Description or Evidence of Coverage.

Eligible employees may purchase additional life insurance for themselves at their own expense upon initial eligibility or during the annual open enrollment period specified in Section 15.2 (Participation in County Offered Health (Medical, Dental, Vision, Life Insurance) Plans. Effective the first pay period following a special enrollment (June 21, 2016), the employee may purchase supplemental coverage in increments of \$10,000, not to exceed the maximum of \$500,000 which includes the County paid basic term life insurance plan and supplemental coverage purchased by the employee, in accordance with the insurance carrier's policy. Members will be responsible for paying any increased cost for the benefits. Participating employees and the County will be required to follow the insurance company's contracted requirements with respect to maximum amounts and the necessity for evidence of insurability in order to be eligible to receive the benefit as may be amended from time to time and may be based on actual participation by County employees in the program. An employee enrolled in supplemental coverage who moves from one age bracket to the next will have to pay the rate of the higher age bracket beginning the January of the year in which the employee moves to the higher age bracket.

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

15.2.6 Part-Time Employee Health Benefits

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

- a. A part-time employee covered under this MOU, whose allocated position is .75 FTE or greater bi-weekly, shall receive medical, dental and vision coverage as if the part-time employee were a full-time employee. Said part-time employee shall

receive life insurance and long-term disability insurance in accordance with the employee's FTE.

- b. Except for part-time (.75 FTE+) employees referred to in this Section 15.2.6(b) part-time employees shall not be eligible to participate in the County's life insurance program.

15.3 Employee Assistance Program

The County shall continue the current level of benefits under the Employee Assistance Program (EAP) for all represented employees during the term of this Memorandum.

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

15.4 Long-Term Disability (LTD)

The County shall provide and pay the premium for a Long-term Disability (LTD) benefit, as described in the applicable plan document to all full and part-time employees (.04 FTE minimum) who meet the eligibility requirements. The benefit waiting period is the longer of 60 days or the period you elect to receive paid leave. Employees eligible to receive LTD benefits are not required to exhaust sick leave before receiving LTD benefits, but an employee who chooses to use sick leave or other paid leave after the 60th day of disability is not eligible to receive any LTD benefits until the employee stops using paid leaves. LTD benefits cannot be supplemented with any paid leave. LTD benefits will be offset by any applicable income, such as, short-term disability benefits, retirement benefits, social security, and social security disability benefits, as outlined in the Plan Document.

15.4.1 Claims Disputes over LTD

The claims dispute process is described in the Summary Plan Description or Evidence of Coverage. Human Resources Risk Management Division will assist employees with claims dispute processing.

15.5 Workers' Compensation Claims Disputes

Any dispute by an employee over a claim processed through workers' compensation shall be resolved solely through the appropriate appeal procedures of that system and may not be the subject of a grievance through this Memorandum.

15.5.1 Workers' Compensation Temporary Disability – Supplementing with Paid Leave

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

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

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

15.6 Health Benefits During Leaves of Absence – Non-Medical Leaves Without Pay

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

15.6.1 Medical/Pregnancy Disability Leave

When an employee exhausts all but forty (40) hours of sick leave and goes on medical or pregnancy disability leave without pay, the County will make its normal contribution to the employee's medical, dental, vision care, life insurance and LTD benefits for a period not to exceed thirteen (13) pay periods per disability. Beginning with the fourteenth (14th) pay period, the employee will be entitled to continue coverage through COBRA Continuation of Coverage and is responsible for making a timely election and paying COBRA premiums by the due date. Prior to the exhaustion of the thirteen (13) pay periods, the County will provide reasonable advance notice of the employee's obligations regarding the opportunity to continue employee-paid benefits.

An employee who returns to work from medical or pregnancy disability leave without pay prior to the exhaustion of the thirteen (13) pay periods of entitlement under this Article shall not have the thirteen (13) pay period entitlement reduced for any pay period in which the employee is in pay status for at least fifty percent (50%) of the employee's allocated full-time equivalent as specified in this Section 15.6.1 (Medical or Pregnancy Disability Leave). If the employee returns to medical or pregnancy disability leave without pay for the same condition, the thirteen (13) pay period time frame will continue where it left off and will be reduced only for those pay periods when the employee's pay status hours fall below fifty percent (50%) of the allocated full-time equivalent.

The County's thirteen (13) pay period Leave without pay benefit entitlement shall run concurrent with Family Medical Leave Act (FMLA), California Family Rights Act (CFRA), and California Pregnancy Disability Leave (CPDL).

The employee's entitlement under COBRA law begins when the employee is no longer eligible for a county contribution toward medical benefits. When the employee returns to at least fifty percent (50%) allocated full-time equivalent in pay status, eligibility for a county contribution toward health benefits is regained. Benefit coverage begins the first of the following month.

15.6.2 Continuation of Health Benefits Coverage

An employee who is entitled to continued benefit coverage as specified in 15.6 (Health Benefits During Leaves of Absence-Non-Medical Leaves Without Pay) and 15.6.1 (Health Benefits During Leaves of Absence-Non-Medical Leaves Without Pay) must notify the Auditor-Controller-Treasurer-Tax Collector (ACTTC), no later than five (5) County business days after the first (1st) day of the leave of absence, of the employee's intent to continue insurance coverage. The employee must apply for a leave by completing a Leave of Absence Form.

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

\$25.00 late charge in addition to the premium amount due by the date specified in the reminder notice.

Only one (1) reminder notice will be sent. If the employee fails to make proper payment within 30 days of the first due date, the employee's continued medical, dental, vision, life insurance and LTD coverage shall be terminated. Coverage will not be reinstated until the 1st of the month following return to paid status.

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

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

15.7 COBRA

The County provides continuation of health benefits at group rates plus 2% as required by the Consolidated Omnibus Budget Reconciliation Act (COBRA) of 1986, including any applicable subsequent amendments or revisions where applicable.

15.8 Salary Enhancement Plans

IRS Section 414 (h)

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

IRS Section 125

Premium Conversion

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

Health Flexible Spending Account

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

Dependent Care Assistance Program

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

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

15.9 Plan Documents and Other Controlling Documents

While mention may be made in this MOU of various provisions of benefit programs, specific details of benefits (including disputes and/or appeals) provided under County offered health plans shall be governed solely by the plan documents or insurance contracts and/or policies maintained by the County. The County will bear no responsibility for resolving disputes/appeals between an employee and a contracted health plan vendor. Within this section, vendor refers to insurance company, Knox-Keene organizations licensed in the state of California to provide health benefits administration, or network management. Summary Plan Descriptions and evidence of coverages are available on-line at the following location:

http://hr.sonoma-county.org/documents/open%20enrollment_2010-2011/20102011_employee_health_welfare_benefits.pdf

15.10 Health And Welfare Benefits Health Care Reform Compliance Reopener

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

15.11 Health Reimbursement Arrangement Contribution

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

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

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

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

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

ARTICLE 16 – MEDICAL BENEFITS FOR FUTURE RETIREES

16.1 Retiree Medical Coverage

a. Eligible retiree and eligible dependent(s) (as defined below) may be, but are not required to enroll in a County offered medical plan as described in Section 16.2. Retirees who enroll in a County offered medical plan are allowed only to enroll either as a subscriber in a County offered medical plan or, as the dependent spouse/domestic partner of another eligible County employee/retiree, but not both. If a retiree is also eligible to cover their dependent child/children, each child will be allowed to enroll as a dependent on only one (1) employee or retirees' plan (i.e., a retiree and his or her dependents cannot be covered by more than one County-offered health plan.) All retirees and eligible dependents who enroll in a County offered medical plan are responsible for all costs including medical plan and Medicare Part B premiums.

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

- Either the retiree's spouse or registered domestic partner (requires signed domestic partner affidavit filed with the County); or

- An unmarried child based on your plan's age limits or a disabled dependent child regardless of age; or
- Upon the death of an eligible retiree, an eligible surviving dependent who was either enrolled in, or waived coverage at the time of the retiree's death.

16.2 County Contribution Toward Retiree Medical Plans – Employees Hired Before January 1, 2009

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

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

Employees who were employed by the County prior to January 1, 2009, but who were laid off thereafter shall be eligible for the benefits described in this Article 16.2 provided that they are subsequently restored to County employment, pursuant to Civil Service Rule 11.4, rejoin the County retirement system, and are otherwise eligible for retiree medical benefits under this section. The break in service caused by the layoff shall be bridged upon restoration such that, although no service time is earned during the break, consecutive service is restored for eligibility for this benefit. To the extent allowed by law they shall not be eligible for the benefits described in Article 19.3 (County Contribution toward Retiree Medical Plans – Employees Hired On or After January 1, 2009 – Effective January 1, 2009).

b. County Contribution:

Effective upon adoption of the MOU extension by the Board of Supervisors, for future retirees who meet the eligibility criteria in Article 16.2(a) above, the County will contribute a flat \$500 per month into the Retiree Health Reimbursement account, commencing upon the first month of the employee's retirement date.

c. Additional Dependents

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

16.3 County Contribution Toward Retiree Medical Plans – Employees Hired On or After January 1, 2009 –

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

a. Eligibility

- 1) An employee must have been a contributing member (or a contribution was made on their behalf) of the Sonoma County Employees' Retirement Association (SCERA) for the eligibility period described below.
- 2) Regular full-time employees and part-time employees in an allocated position of .5 full-time equivalent or greater, hired on or after January 1, 2009 are eligible to receive a County HRA contribution, if they have completed two (2) full years of consecutive Sonoma County regular service (excluding overtime) in pay status.
- 3) If an employee separates employment before meeting the eligibility requirement, the employee shall receive no benefit.
- 4) Laid Off & Restored Employees. Employees who were employed by the County on or after January 1, 2009, but who were laid off thereafter shall be eligible for the benefits described in this Article 16.3 provided that they are subsequently restored to County employment, pursuant to Civil Service Rule 11.4, rejoin the County retirement system, and are otherwise eligible for retiree medical benefits under this section. The break in service caused by the layoff shall be bridged upon restoration such that, although no service time is earned during the break, consecutive service is restored for eligibility for this benefit.

b. County Contribution:

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

- 2) Regular County Contribution:

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

- 3) Access to Account Balance:
 - A. Participants may access the balance in their Retiree HRA account upon termination of employment and attainment of age 50 or upon retirement from the Sonoma County Retirement System, whichever is earlier.
 - B. Participants may defer accessing the account balance to any time beyond the earliest date described in (a).
 - C. Amounts that remain in the account balance are available to reimburse the participant for the same permitted medical expenses for the spouse and any other eligible dependents, however, federal regulations do not permit the inclusion of expenses for domestic partners.

- 4) Survivors of eligible retirees with account balances:
 - A. Spouses and eligible dependent children or dependent adults that are disabled may continue to access account balances after the death of the retiree.
 - B. Domestic partners are not permitted access to the account balances of the participant by virtue of restrictions in the federal regulations that govern these types of accounts.

- 5) Forfeiture of account balance:
 - A. If an active employee dies prior to retirement, the amount of account balance is available to participating spouses and dependents to reimburse them for

medical expenses permitted under the relevant section of the Internal Revenue code.

- B. Account balances in part or in total for active participants or retirees without any eligible spouse or dependent or unused account balances after the death of the last eligible spouse or dependent will be forfeited and returned to all other active and retired participants in the form of a dividend allocated in direct proportion to the amount to be distributed divided by the total account balance for all participants applied to each individual account balance. These distributions will occur within 120 days after the annual certified audit of the plan is submitted to the administrator and the County.

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

16.4 Surviving Dependent – County Contribution beginning June 1, 2009 for Employees Hired before January 1, 2009

Upon the death of a retiree the County will continue to pay the County's Retiree HRA contribution to one eligible surviving dependent if the surviving dependent

- (1) has been an eligible dependent of a retiree who was eligible to receive a Retiree HRA contribution under Section 16.2(b) prior to the death of the retiree.

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

16.5 County HRA Contribution – Full Obligation

For bargaining unit members hired before January 1, 2009, the County contributions to the Retiree HRA account described in Article 16.2 constitute the County's entire obligation towards medical benefits upon termination and/or retirement and the parties agree that no other medical benefits exist.

For bargaining unit members hired on or after January 1, 2009, the County contributions to the employees County HRA account described in Article 16.3 constitutes the County's entire obligation toward medical benefits upon termination and/or retirement and the parties agree that no other retiree medical benefits exist.

ARTICLE 17 - HOLIDAYS

17.1 Paid Holidays

The County shall provide full-time and part-time employees the following paid holidays provided that the employee is in paid status on the employee's regularly scheduled workdays before and after the holiday.

17.2 Scheduled Holidays

- (1) New Year's Day, January 1*
- (2) Martin Luther King's Birthday, the third Monday in January
- (3) Lincoln's Birthday, February 12*
- (4) President's Day (The 3rd Monday in February)
- (5) Cesar Chavez Day, March 31*
- (6) Memorial Day (The last Monday in May)
- (7) Independence Day, July 4th*
- (8) Labor Day, (The first Monday in September)
- (9) Veteran's Day, November 11*
- (10) Thanksgiving Day, as designated by the President
- (11) The day following Thanksgiving Day
- (12) Christmas Day, December 25*
- (13) Each day formally recognized by the Board of Supervisors of the County of Sonoma as a day of mourning, thanksgiving or special observance.

* Date Specific Holidays

17.3 Day Observed

If a date specific holiday listed in Section 17.2 falls on a Saturday, the preceding Friday shall be the County observed holiday. If a date specific holiday listed in Section 17.2 falls on a Sunday, the following Monday shall be the County observed holiday. All other date specific holidays shall be observed on the date specified in Articles 17.2.

17.3.1 Floating Holiday

Each regular, full-time employee will be granted eight floating holiday hours effective the first pay period of each year. The employee must be in paid status on the employee's regularly scheduled workdays before and after using the floating holiday. The timing of the employee's use of the floating holiday shall be subject to approval of the Department Head or designee. The floating holiday hours must be taken before the last full pay period of the year, and will not be carried over into

the next year. Further, there will be no cash out of floating holiday hours. Floating holiday hours must be taken in no less than 1/10 of an hour increments. Each part-time employee shall be entitled to a prorated number of hours based on allocated FTE at the time of the annual allocation.

17.4 Compensation for Holidays

A full-time employee whose assigned work schedule does not include either the date specific holiday or the observed holiday, shall observe the holiday (and not work) on one of the employee's regularly scheduled work days during the same pay period as the County observed holiday or during the pay period immediately preceding or following the same pay period as the County observed holiday. All other full-time employees whose regular assigned work schedule includes either the date-specific holiday or the observed holiday shall receive their regular eight (8) hours pay at their base hourly rate of pay.

17.5 Compensation for Holidays - Day Worked

An employee who actually works on either the scheduled holiday or the observed holiday shall be entitled to overtime compensation for the hours actually worked. An employee who works on both the scheduled holiday and the observed holiday shall elect which day shall be at overtime. However, only one day shall be at overtime.

17.6 Part-Time Employees

Any part-time employee shall, for each holiday in the pay period, receive holiday pay equivalent to 1/10 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 1/10 of an hour for each hour in paid status (excluding the holiday benefit).

17.7 Holiday Pay Maximum

Holiday pay shall not exceed 8 hours for each holiday.

17.8 Holidays – Compensation – Employees on Leave Without Pay

An employee on leave without pay who has paid leave remaining (including vacation, sick leave or compensatory time), shall not be permitted to use that paid leave to demonstrate that the employee was in paid status on the employee's regularly scheduled workdays before and after the holiday.

ARTICLE 18 - VACATION

18.1 Maximum Accumulation

Each employee shall accrue and may use vacation leave with full pay providing that the maximum accumulation shall be no more than as specified in 18.3.

18.2 Part-Time Employees

Part-time employees shall accrue vacation leave on a pro-rata basis. Usage and accrual shall be governed by the same rules and regulations applicable to full-time employees.

18.3 Accrual

Non-Supervisory (Unit 55)

Each non-supervisory employee who has completed the following in-service hours shall accrue vacation leave at the appropriate rate shown below. In-service hours include all hours in pay status excluding overtime. Rates shown below will be adjusted to reflect any unpaid time in each pay period.

| <u>YEARS OF COMPLETED FULL-TIME SERVICE</u> | <u>RATE FOR 80 IN-SERVICE HOURS OF COMPLETED SERVICE</u> | <u>MAXIMUM IN-SERVICE HRS. PER PAY PERIOD</u> | <u>ACCUMULATED HOURS</u> |
|---|--|---|--------------------------|
| 0—2 | 0.0—4173 | 3.53 | 310 |
| 2—5 | 4174—10434 | 4.14 | 310 |
| 5—10 | 10435—20870 | 5.06 | 310 |
| 10—15 | 20871—31305 | 6.29 | 310 |
| 15—20 | 31306—41741 | 7.21 | 310 |
| 20—25 | 41742—52177 | 7.82 | 310 |
| 25—greater | 52178—more | 8.13 | 310 |

Supervisory (Unit 56)

Effective the first full pay period following Board approval of this Agreement, each supervisory employee who has completed the following in-service hours shall accrue vacation leave at the appropriate rate shown below. In-service hours include all hours in pay status excluding overtime. Rates shown below will be adjusted to reflect any unpaid time in each pay period.

| <u>YEARS OF COMPLETED FULL-TIME SERVICE</u> | <u>RATE FOR 80 IN-SERVICE HOURS OF COMPLETED SERVICE</u> | <u>MAXIMUM IN-SERVICE HRS. PER PAY PERIOD</u> | <u>ACCUMULATED HOURS</u> |
|---|--|---|--------------------------|
| 0—2 | 0.0—4173 | 3.53 | 360 |
| 2—5 | 4174—10434 | 4.14 | 360 |

| <u>YEARS OF COMPLETED FULL-TIME SERVICE</u> | <u>RATE FOR 80 IN-SERVICE HOURS OF COMPLETED SERVICE</u> | <u>MAXIMUM IN-SERVICE HRS. PER PAY PERIOD</u> | <u>ACCUMULATED HOURS</u> |
|---|--|---|--------------------------|
| 5—10 | 10435—20870 | 5.06 | 360 |
| 10—15 | 20871—31305 | 6.29 | 360 |
| 15—20 | 31306—41741 | 7.21 | 360 |
| 20—25 | 41742—52177 | 7.82 | 360 |
| 25—greater | 52178—more | 8.13 | 360 |

18.4 Reappointment

Each employee with 10,435 in-service hours (five or more years) who resigned in good standing and is reappointed within two years, shall be credited with 4174 in-service hours (two years) for purposes of new vacation accrual.

Each employee who is laid off and who is reappointed within two years, shall be credited for vacation accrual purposes with the same number of in-service hours as the employee had accrued at the time of lay-off.

18.5 Vacation Schedules

Vacation schedules shall be arranged by department heads with particular regard to the needs of the service, and whenever possible, with regard to the wishes of the employee. Every effort shall be made to arrange vacation schedules so that each employee will take as much vacation in each year as accrues to the employee in that year. Each employee's vacation time may be so divided as the needs of the service require or permit. No employee may take vacation without advance approval of the department head or designee. No employee may take vacation leave in advance of that actually accumulated at the time such leave is taken.

18.6 Payment for Vacation

Each employee who is separated from the County service shall be entitled to payment in lieu of all unused vacation leave which the employee may have accumulated as of the employee's last day of work and shall be computed on the basis of such employee's base hourly rate at the time of separation.

ARTICLE 19 - SICK LEAVE

19.1 Sick Leave Benefit for Employees in Allocated Positions

19.1.1 Accrual Rate

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

19.1.2 Accrual – Restoration of Accrued Time:

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

19.1.3 Change in Employment Status – Extra Help to Allocated

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

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

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

19.2 Sick Leave Use

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

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

Accrued sick leave for incidents other than FMLA/CFRA/PDL qualifying events

may be used as follows:

- A. Employee Illness: during the employee's own incapacity due to illness or injury;
- B. Employee Treatment or Examination: during the time needed by the employee to undergo medical or dental treatment or examination;
- C. For Care of a Family Member: For diagnosis, care or treatment of an existing health condition of, or preventative care for the employee family member. For leave under this section 19.2.1, "family member" is defined as a:
 - 1. child (defined as biological, adopted, or foster child, stepchild, legal ward, or a child to who the employee stands in place of a parent, regardless of age or dependency status);
 - 2. parent (defined as a biological, adoptive, or foster parent, stepparent, or legal guardian of an employee or the employee's spouse or registered domestic partner, or a person who stood in place of a parent when the employee was a minor child);
 - 3. employee's spouse or registered domestic partner;
 - 4. grandparent, grandchild, or sibling of the employee or the employee's spouse or registered domestic partner.

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

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

D. Domestic Violence, Sexual Assault, or Stalking: When an employee is a victim of domestic violence, sexual assault or stalking, to work to obtain or attempt to obtain any relief, including but not limited to, a temporary restraining order, restraining order, or other injunctive relief, to help ensure the health, safety, or welfare of themselves or their child(ren); to seek medical attention for injuries caused by domestic violence, sexual assault or stalking; obtain services from a domestic violence shelter, program or rape crisis center as a result of domestic violence, sexual assault or stalking; obtain psychological counseling related to an experience of domestic violence, sexual assault, or stalking; participate in safety planning or take other actions to increase safety from future domestic violence, sexual assault, or stalking, including temporary or permanent relocation. Documentation may be required for approval of use of sick leave under this provision, pursuant to section 19.3 Sick Leave Documentation.

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

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

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

the employee's parent, is incapacitated by illness or injury and it is necessary for the employee to care for such child, stepchild, spouse or parent of the employee or spouse or domestic partner.

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

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

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

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

19.3 Sick Leave –Documentation

19.3.1 Annual Period – Allocated Employees:

“Annual period” is a twelve month period beginning with the employee's first day of work in an allocated assignment and resets to January 1st thereafter. (This is not the same as the annual calendar used under FMLA/CFRA/PDL qualifying events.)

19.3.2 First Forty-Eight Hours:

For new employees, the first 48 hours, or number of hours equal to 6 days of the employees regular schedule (whichever is greater), of accrued sick leave used by an employee in the first annual period will be applied to and subject to the

provisions of the California paid Sick Leave law until January 1st and on a calendar year basis thereafter. During this period, if the need for paid sick leave is foreseeable, the employee shall provide reasonable advanced notice. If the need for paid sick leave is unforeseeable, the employee shall provide notice of the need for the leave as soon as practicable. If the County has reasonable suspicion of sick leave abuse, a signed medical certification may be required for each use of accrued sick leave to the extent permissible by law.

19.3.3 Subsequent Hours:

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

19.3.4 FMLA/CFRA/PDL:

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

19.4 Restoration of Accrued Sick Leave

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

19.5 Sick Leave Conversion at Regular Retirement

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

19.6 Sick Leave – Distribution at Death or Layoff

The County shall pay each employee who separates from County service by death (non-duty related) or layoff, the monetary equivalent of twenty-five percent (25%) of all unused

sick leave remaining to such employee's credit as of the time of separation, computed on the basis of the employee's base hourly pay.

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

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

19.8 Sick Leave – Payoff At Regular Retirement

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

19.9 Family Care and Medical Leave

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

19.9.2 FMLA/CFRA Eligibility

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

19.9.3 Family Care And Medical Leave Entitlement

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

- 19.9.3.1 The birth of a child and to care for the newborn child (FMLA and CFRA);
- 19.9.3.2 The placement with the employee of a child for adoption or foster care and care for the newly placed child (FMLA and CFRA);
- 19.9.3.3 To care for the employee's child, parent, spouse, or domestic partner (CFRA only) who has a serious health condition. (Child is defined as biological, adopted, or foster child, stepchild, legal ward, or child of a person standing in loco parentis who is under 18 years of age or an adult dependent child. Parent is defined as biological, foster or adoptive parent, stepparent, or legal guardian. Parent does not include a parent-in-law under this provision.)
- 19.9.3.4 Because of an employee's own serious health condition that makes the employee unable to perform the functions of the employee's position, except for disability on account of pregnancy, childbirth, or related medical conditions, which is covered by pregnancy disability leave. (Pregnancy disability counts toward only California Pregnancy Disability Leave (PDL) and FMLA leave.)
- 19.9.3.5 Because of any qualifying exigency arising out of the fact that the employee's spouse, son, daughter, or parent is a U.S. National Guard or Reserve member on active duty (or has been notified of an impending call or order to active duty status) in support of a contingency operation (FMLA only).

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

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

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

- 19.9.4.1 An eligible employee's entitlement under Section 19.9.4 is limited to a total of twenty-six (26) workweeks of leave during a single 12-month

period to care for a covered service member with a serious injury or illness. The “single 12-month period” in which the 26-weeks-of-leave-entitlement described in this begins on the first day an employee takes leave to care for the covered service member.

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

19.9.5 Pay Status And Benefits

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

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

19.9.6 Relationship Of Family Care And Medical Leave To Other Leaves

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

19.9.7 Relationship To Pregnancy Disability Leave

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

19.9.8 Notice To The County

- 19.9.8.1 The employee must provide written notice to the County as far in advance of the leave as possible and as soon as the employee reasonably knows of the need for the leave. If the need for the leave is foreseeable based on an expected birth, placement of a child for adoption or foster care or planned medical treatment, the notice must be provided at least 30 calendar days in advance of the leave, or if not reasonably known 30 calendar days before the leave, then as soon as reasonably practicable.
- 19.9.8.2 The written notice must inform the County of the reasons for the leave, the anticipated duration of the leave and the anticipated start of the leave.
- 19.9.8.3 The employee shall consult with the County and make a reasonable effort to schedule any planned medical treatment or supervision so as to minimize disruption to department operations.

19.9.9 Medical Certification

- 19.9.9.1 An employee's request for family care and medical leave to care for a child, a spouse, or a parent who has a serious health condition shall be supported by a certification issued by the health care provider of the individual requiring care. If additional leave is required after the expiration of the time originally estimated by the health care provider, the employee shall provide the County with recertification by the health care provider.
- 19.9.9.2 An employee's request for family care and medical leave because of employee's own serious health condition shall be supported by a certification issued by the employee's health care provider.
- 19.9.9.3 As a condition of an employee's return from leave taken because of the employee's own serious health condition, the employee is required to obtain certification from the employee's care provider that the employee is able to resume work.

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

19.9.10 County’s Response To Leave Request

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

19.9.11 Dual Parent Employment

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

19.9.12 Employee’s Status On Returning From Leave

Except as provided by law, on return from family care and medical leave, an employee is entitled to be returned to the same or equivalent position the employee held when leave commenced, or to an equivalent position with equivalent benefits, pay, and other terms and conditions of employment. An employee has no right to return to the same position. Use of family care and medical leave will not result in the loss of any employment benefit that accrued prior to the start of an eligible employee’s FMLA/CFRA leave.

19.9.13 FMLA/CFRA Procedures, Definitions, and Forms

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

19.9.14 Leaves of Absence Without Pay Usage Reference Table

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

| MOU Section | Sick | Vacation | CTO | Comment |
|--|---------------------------|-----------------|------------|----------------|
| During the employee’s own incapacity due to illness or injury. | Yes. You may keep 40 hrs. | No | No | |
| During the time needed by the employee to undergo medical or | Yes. You may keep 40 hrs. | No | No | |

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

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

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

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

19.10 Paid Parental Leave

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

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

For the purposes of PPL, the definition of "parent" and "child" are as defined

by the California Family Rights Act.

19.10.2 Benefits and Use

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

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

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

PPL is pensionable and counts towards retirement service credit.

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

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

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

19.10.3 Coordination of Benefits & Leaves

PPL can be fully integrated with any short-term disability or California Paid Family Leave program. STD and PFL will not reduce PPL leave entitlement. For time covered by FMLA/CFRA job protected leave for bonding, PPL must be used prior to other accrued leave or Leave without Pay. If an employees has exhausted FMLA/CFRA entitlements for reasons other than bonding, PPL must be used prior to Leave without Pay for arranged leaves for the purpose of bonding. PPL does not need to be used when an employee is on leave for reasons other than bonding. To the extent FRA leave is available, it will run concurrently with PPL.

19.10.4 Implementation

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

ARTICLE 20 - COMPASSIONATE LEAVE

With respect to this article, the term “spouse” shall also include domestic partner. A full-time or part-time employee may be granted up to three (3) of the employee’s regular work days of leave with pay, in the event of death of the employee's spouse, child, stepchild, son-in-law, daughter-in-law, brother, brother-in-law, sister, sister-in-law, grandparent, great-grandparent, grandchild or person Who served as a parent to the employee when the employee was a minor, and the mother or father of the employee or of the spouse of the employee. Where travel in excess of 300 miles one way from the employee’s residence is required, up to an additional two (2) of the employee’s regular work days of sick leave may be used to supplement compassionate leave.

ARTICLE 21 - NON-DUTY COURT LEAVE

These provisions do not apply to an employee whose appearances are in the line of duty. A full-time or part-time employee is entitled to a leave of absence with pay at the employee's base hourly rate to respond to an enforceable subpoena to appear in a court or administrative agency hearing in California other than as a litigant and for reasons other than those caused by the employee's connivance or misconduct. An employee may retain such payment as may be allowed the employee for lodging, meals and travel, but as a condition for entitlement to this Court Leave, the employee shall make payable to the County of Sonoma any and all fees which the employee may receive as payment for the service as a witness. An employee on Court Leave will receive the employee's base hourly rate of pay for those hours spent traveling to and from the court or administrative agency hearing and the hours spent attending to the employee's obligation as a witness so long as those hours correspond to the employee's assigned work schedule. Time spent as a witness or travel time which are outside the employee's assigned work schedule shall not be paid. If an employee's obligation as a witness expires on any work day with time remaining on the employee's work schedule, the employee will be obligated to return to work.

ARTICLE 22 - JURY DUTY

It is the policy of the County of Sonoma that County employees be encouraged to perform service as jurors when summoned for jury duty by a court of competent jurisdiction. Any employee summoned for jury duty shall be entitled to a leave of absence with full pay for such period of time as may be required to attend the court in response to such summons. An employee may

retain such payment as may be allowed for travel but shall make payable to the County of Sonoma any and all fees which the employee may receive in payment for service as a juror.

ARTICLE 23 - NO BREAK IN SERVICE

No absence under any paid leave provision of this Memorandum shall be considered as a break in service for any employee who is in paid status during each absence. All benefits which, under the provisions of the Memorandum, accrue to employees who are in paid status shall continue to accrue during such absence. A break in service is defined as occurring upon resignation or termination.

ARTICLE 24 - VOTING

When an employee's actual work schedule prevents the employee from voting in any State, County or general election, then the employee may be granted paid time off duty to vote.

ARTICLE 25 - EMPLOYMENT IN MORE THAN ONE POSITION

Except for working elections as provided by resolution of the Board of Supervisors, no person employed in a full-time position with the County of Sonoma may be employed by the County of Sonoma in any other full-time, part-time or extra-help position, nor shall any person be employed by the County in two or more part-time or extra-help positions which will, in combination, provide for more than 80 hours of regularly scheduled work in any one bi-weekly pay period.

ARTICLE 26 - STAFF DEVELOPMENT

26.1 Staff Development

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

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

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

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

26.2 Staff Development and Wellness Benefit Allowance Reimbursement Program

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

26.3 Reimbursement

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

26.4 Non-Grievable

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

ARTICLE 27- GRIEVANCE PROCEDURE

27.1 Purpose

County and Association agree to this Grievance Procedure in order to provide an orderly procedure to resolve employee grievances promptly. This procedure shall become available for grievances which occur after the Board of Supervisors adopts a resolution implementing this Memorandum.

Appendix B contains the Departmental Grievance Procedure, used for complaints concerning alleged violations or misapplications of one or more written departmental policies.

27.2 Definitions

- a. A grievance is a claim by an employee, a group of employees, or the Association on behalf of an employee(s), concerning the interpretation, application or an alleged violation of an expressed provision of this Memorandum. All other

complaints are specifically excluded from this procedure including but not limited to, complaints which arise from the following: all disciplinary actions; all matters concerning employment examinations; all other matters subject to the jurisdiction of the Civil Service Commission; performance review appraisals or denial of a merit increase, except as provided in Article 7.19; provisions of the Fair Labor Standards Act; and any provision of this Memorandum specifically identified as not grievable.

- b. Day shall mean regular County business days, Monday through Friday, 8 a.m. to 5 p.m.
- c. A "grievant" shall mean an employee, a group of employees or the Association who in good faith has an actual grievance with County over a grievable matter as defined in 28.2 above. The Association may file a grievance without naming an individual employee in the grievance provided the grievance alleges a violation of a right or benefit granted the Association in this Memorandum.

27.3 Representation

At any step of the grievance procedure, the employee may represent him/herself, or may be represented by an Association representative who may be a County employee or a non-County employee.

27.4 Initiation Deadline

The grievance must be initiated within 10 days from the date of the action or occurrence giving rise to the grievance or within 10 days of when the grievant knew of or could have reasonably discovered such action or occurrence.

27.5 Time Limits

Time limits specified in each step of the procedure shall be strictly observed and may only be extended by mutual agreement of the parties in writing. Failure of a grievant to observe a time limit shall terminate the grievance. Failure of the party to whom the grievance is submitted to observe the time limits shall give the grievant the right to move the grievance to the next level.

27.6 First Step Grievance

The grievance shall first be discussed on an informal basis by the grievant with the employee's immediate supervisor within ten (10) days from the date of the action causing the grievance as provided above. The immediate supervisor shall respond within ten (10)

days. Every effort shall be made by the parties to resolve the grievance at this level and may include conferences among supervisory or administrative personnel. Such discussions will be held whenever possible during the grievant's work hours.

27.7 Second Step Grievance

In the event the grievant believes the grievance has not been satisfactorily resolved, the grievant shall submit the grievance in writing, with a copy to the County's Employee Relations Manager, to the immediate supervisor within five (5) days after receipt of the immediate supervisor's response. The written grievance shall:

- a. Fully describe the grievance and how the grievant is/was adversely affected by the County;
- b. Set forth the specific section(s) of this Memorandum allegedly violated;
- c. Indicate the date(s) of the incident(s) grieved; and
- d. Specify the remedy or solution to the grievance sought by the grievant.

27.8 Second Step Response

The written grievance shall be responded to in writing by the immediate supervisor within seven (7) days from the time the written grievance is received. The supervisor shall send a copy of the response to the Employee Relations Manager. The written response shall include:

- a. A complete statement of the immediate supervisor's position and the facts upon which it is based; and
- b. The remedy or correction which has been offered, if any.

27.9 Third Step Grievance

If the grievant is not satisfied with the response at Step Two, the grievant may appeal the decision to the department head, with a copy to the Employee Relations Manager, within seven (7) days after receipt of the written response at Step Two.

27.10 Third Step Response

Within ten (10) days after receiving the completed grievance form, the department head or representative, shall meet with the grievant and thoroughly discuss the grievance. The

department head shall give a written decision to the grievant within fifteen (15) days after the discussion and send a copy of the decision to the Employee Relations Manager.

27.11 Mediation

Prior to an arbitration hearing, the parties may mutually agree to request the assistance of a mediator from the State Conciliation Service in an attempt to resolve the grievance. The mediator shall have no authority to resolve the grievance except by written agreement of the Association and the County. In the event the grievance is not resolved, neither stipulations, admissions, settlement proposals nor concessions agreed to or offered during mediation shall be admissible in a subsequent hearing.

27.12 Arbitrable Grievances

A grievance which directly and primarily involves the application, alleged violation, or interpretation of this Memorandum, except as otherwise provided in this Memorandum, is arbitrable. If the grievance is submitted to arbitration by the Association, neither offers of settlement nor concessions for settlement made during the grievance procedure steps prior to mediation shall be admissible in arbitration.

Following the Third Step of the grievance procedure provided herein, if the grievance is subject to arbitration and remains unresolved, the Union on behalf of the grievant may request arbitration. The request for arbitration must be given to the County Counsel and the Employee Relations Manager, in writing, within 15 days of the receipt of the response from Step Three.

27.13 Selection of Arbitrator

The arbitrator may be selected by mutual agreement of the Association and County. Should the parties fail to mutually agree on an arbitrator, they shall make a joint request of the State Mediation and Conciliation Service for a list of five qualified arbitrators. The arbitrator shall be selected from the list by the parties alternately striking names with the first strike determined by chance.

27.14 Arbitration Issues

The parties shall, within 30 days following the receipt of a written request for arbitration, exchange in writing their understanding of the questions to be submitted to arbitration. Thereafter, the parties to the arbitration shall use their best efforts to exchange a written summary of the evidence they intend to offer and to reach agreement on and reduce to writing the question or questions to be submitted to arbitration. The agreed upon question

or questions, if agreement is reached, together with the exchanged summaries of evidence and a list of witnesses to be used by each side, shall be submitted to each other and the arbitrator five days prior to the arbitration hearing.

27.15 Arbitrator's Authority

The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of the Memorandum. He/she shall consider and make a decision with respect to only the specific issue submitted, and shall have no authority to make a decision on any other issue not so submitted. In the event the arbitrator finds a violation of this Memorandum, he/she shall fashion an appropriate remedy. The arbitrator shall have no authority to substitute his/her judgment for that of the County as to any matter within the County's discretion under this Memorandum. The decision and award of the arbitrator shall be based solely upon the evidence and arguments presented to the arbitrator by the respective parties.

27.16 Binding/Non-Binding Decision

The decision of the arbitrator rendered consistent with the terms of this Memorandum shall be binding upon the Association. To the extent that the award of the arbitrator is not in excess of \$5,000.00 per individual grievant, it is binding on the County. To the extent that such award exceeds \$5,000 per individual grievant, it is advisory. If within sixty (60) days of receiving notice of decision and award requiring an expenditure in excess of \$5,000 per individual grievant, final action is not taken by the County to implement it, then the arbitrator's decision and award shall have no force or effect whatsoever as to the amount in excess of \$5,000 per individual grievant. The Association may then resort to a court of competent jurisdiction to pursue whatever other legal remedies are available to it under the provisions of this Memorandum. If the Association is the grievant, then the \$5,000.00 limit shall apply to each employee who has been identified by the Association and sustained by the arbitrator as employees directly affected by the grievance and the remedy sought and imposed.

27.17 Arbitrator's Decision Due

Unless the parties agree otherwise, the arbitrator shall render the decision in writing within 30 days following the close of the hearing. The decision of the arbitrator is final. If requested by either party, the decision shall be accompanied by findings of fact and conclusions of law.

27.18 Arbitration Expenses Shared

The cost of employing the arbitrator shall be borne equally by the parties to the arbitration. All other costs such as, but not limited to, attorney's fees and witness fees shall be borne only by the party incurring that cost.

ARTICLE 28 - NO STRIKE

28.1 Full Performance of Duties

A material inducement in the County's execution of this Memorandum is the Association's representation that the employees it represents will loyally and fully perform their respective duties in an efficient manner so as to provide maximum service to the public, and that the Association will fully perform its obligation owed to the County.

28.2 Prohibited Activities

Accordingly, Association and the employees it represents agree not to engage in any prohibited activities during the term of this Memorandum, including but not limited to, work stoppages, strikes (including sympathy strikes), slowdown, sick-ins, or other such concerted activities against the County. Employees who engage in such prohibited activities may be subject to prompt and severe discipline up to and including discharge, subject to due process pursuant to the County's Civil Service Rules.

28.3 Association Responsibilities

The Association shall not be liable to the County for "wildcat" job action by the employees it represents. The Association shall use its best efforts to prevent any such "wildcat" job action and shall: encourage its members, at the earliest possible time, to discontinue the job action; immediately declare in writing delivered to the County and publicize that such job action is a violation of the Memorandum of Understanding and unauthorized; and direct its members in writing to cease such conduct and resume work.

28.4 Written Assurance

This promise by the Association is both a covenant and a condition precedent to the continuing performance by the County of any obligation whatsoever owed by the County to the Association or the employees it represents during the terms of this Memorandum. If the County is at any time uncertain of the Association's continued performance, it may demand, and Association will provide, written assurance of its continued good faith performance of this Memorandum.

28.5 No Lockout

The County agrees that it will not cause a lockout of employees during the term of this Memorandum. The parties agree that the term "lockout" does not apply to a layoff consistent with the rules of the Civil Service Commission nor to job-related discipline.

ARTICLE 29 - FULL UNDERSTANDING, MODIFICATION, ACKNOWLEDGMENT

29.1 Full Understanding

This Memorandum of Understanding sets forth the full and entire understanding of the parties regarding the matters set forth herein. All 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.

29.2 Acknowledgment

Except as provided herein, it is agreed and understood that the parties have met and conferred in accordance with their obligations under State law and the County's Employee Relations Policy in reaching this agreement and neither party shall be obligated to meet and confer over any provision of this agreement during its term.

29.3 Meet and Confer During Term of Memorandum

- a. If the County proposes during the term of this Memorandum to adopt a policy or course of action on matters within the scope of representation as defined by State law that are not covered by this Agreement, it will provide the Association with written notice of the proposed policy or course of action and offer to meet and confer over the proposal in accordance with state law, the County's Employee Relations Policy (ERP), and with the provisions provided in (c) below.
- b. The County and Association agree to meet and confer in accordance with state law, the ERP, and the provisions provided in (c) below if the County's proposals include matters within the scope of representation in one (1) or more of the following matters:
 1. The assignment of groups of employees to work hours, work shifts and/or work schedules. An example of such a change would be if the County proposed to change the work schedule of employees from a 4/10 to a 5/8 schedule.

2. The assignment of employees between departments as a result of reorganization or a change in the mission or program of the department(s) involved. An example of such a change would be if the County proposed to move the Investigator staff from the Public Defender Department to the Social Services Department.
3. The use and assignment of county vehicles and/or personal vehicles of employees for work-related purposes. An example of such a change would be if the county proposed to assign all Investigators to take-home County vehicles.

The provisions of this subsection (c) apply to the meet and confer process applicable to County proposals on matters within the scope of representation as described in subsections (a) and (b) above.

The County will provide written notice to the Association describing the proposed change. Upon request of the Association, the County will provide all relevant information it has pertaining to the proposal as required by the Meyers-Milias-Brown Act (MMBA).

The Association will have up to fifteen (15) calendar days from when it received the notice to inform the County in writing if it desires to meet and confer over the proposal. If the Association fails to notify the County within the fifteen (15) days, the County may implement the proposal without any further obligation to meet and confer with the Association.

If the Association notifies the County within fifteen (15) calendar days of its desire to meet and confer, then the County and the Association shall meet and confer in good faith over the proposal and all identified impacts arising from the proposal.

Unless extended by mutual written agreement of the parties, the pre-impasse period for meeting and conferring pursuant to this Section 29.3 shall be thirty-five (35) business days (Monday through Friday) from when the Association was properly notified of the proposal by the county. If an agreement is not reached by the 35th business day from the date the Association was notified, either party may declare an impasse by filing with the other party a written declaration of impasse and request for an impasse meeting, together with a statement of its position on all disputed issues. An impasse meeting shall then be held within two business days, at which time the County shall present an impasse statement including the proposal that it proposes to implement after the completion of the post-

impasse process required by law and this Section 29.3 should further discussions fail to produce an agreement.

If an agreement is not reached at the impasse meeting, the dispute shall be submitted to mediation. If the parties fail to resolve the dispute through mediation within the timelines set forth in the MMBA, the matter may be submitted to fact finding in accordance with the provisions and timelines of the MMBA.

This Article 29.3 is not subject to the grievance procedure of this agreement (Article 27) in any way except for an allegation that the County failed to provide the required notice or acted to implement the change before the procedures required by this section were completed. Any ruling by an arbitrator under this Article 29.3 that is adverse to the County shall be limited to ordering the County to comply with the notice and/or time limits specified above.

29.4 Written Modifications Required

No agreement, alteration, understanding, variation, waiver, or modification of any of the terms or provisions contained herein shall in any manner be binding upon the Association and the County, unless made and executed in writing by the parties, and if required, approved and implemented by the Board of Supervisors.

29.5 No Limitation on Authority of Civil Service Commission

Nothing in this Agreement shall be construed to limit or remove the existing or future jurisdiction or authority of the Civil Service Commission as provided in Ordinance No. 305-A as amended, or as provided in the Rules adopted thereunder.

29.6 Non-Precedence

The waiver of any breach, term, or condition of this Memorandum of Understanding by either party shall not constitute a precedent in the future enforcement of all its terms and provisions.

29.7 Side Letters

All side letters or other agreements not attached to or incorporated into this Memorandum are no longer valid. This MOU constitutes the entire agreement between the Association and the County.

29.8 Favored Nation Clause – Reopener

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

ARTICLE 30 - INVALID SECTIONS

30.1 Invalid Sections

If during the term of this Memorandum, any item or portion thereof of this Memorandum is held to be invalid by operation of any applicable law, rule, regulation, or order issued by governmental authority or tribunal of competent jurisdiction, or if compliance with or enforcement of the item or portion thereof shall be restrained by any tribunal, such provision of this Memorandum shall be immediately suspended and be of no effect hereunder so long as such law, rule, regulation, or order shall remain in effect. Such invalidation of a part or portion of this Memorandum shall not invalidate any remaining portion which shall continue in full force and effect.

30.2 Separability

In the event of suspension or invalidation of any article or section of this Memorandum of Understanding, the parties agree, except in an emergency situation, to meet and confer within 30 days after such determination for the purpose of arriving at a mutually satisfactory replacement for such article or section.

ARTICLE 31 – VOLUNTARY TIME OFF

Voluntary Time Off (VTO) Program

VTO Program eligibility, authorization of use, and conditions are specified and limited to the VTO Program document (Appendix C), which is incorporated herein by reference. The decision to use and authorize VTO is at the discretion of the department head. This section 31 and the terms, authorization, and conditions are not grievable or subject to arbitration.

ARTICLE 32-DISASTER LEAVE

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 provision.

During the proclaimed emergency period and for up to one year from the termination of the said

proclamation, 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 said proclamation, impacted employees may use up to 320 hours of donated leave. 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.

ARTICLE 33- DISTRIBUTION OF MEMORANDUM OF UNDERSTANDING AND ENACTMENT

33.1 Distribution

The parties agree that the County shall have this Memorandum available on-line at the County's inter-net and intra-net site.

33.2 Enactment

County and Association agree that any policy, procedure, rule regulation, benefit, premium pay or other form of compensation including salary that is changed or modified by the terms and conditions of this Memorandum of Understanding is hereby repealed in its entirety, and that this Memorandum is in full force and effect on the date the Board of Supervisors approves it. The below representatives agree to recommend to the Board of Supervisors the adoption of this Memorandum of Understanding:

COUNTY OF SONOMA

**SONOMA COUNTY PUBLIC DEFENDER
INVESTIGATORS' ASSOCIATION**

/s/ Carol Allen
CAROL ALLEN

/s/ Matt Byrne
MATT BYRNE

/s/ Jeremie Jenkins
JEREMIE JENKINS

APPENDIX A

A 1.1 Employees in classifications in the Public Defender Investigators' Non-Supervisory and Supervisory bargaining unit shall be paid from the salary ranges as shown herein during the term of this Memorandum of Understanding. Effective with adoption of this MOU, County non Civil Service classifications (base wage premium classes) will be deleted from the Salary Table. Elimination of the base wage premium class will not impact current pensionable status of premiums.

A.1.2 Salary Tables for Unit 0055 – Public Defender Investigators:

PUBLIC DEFENDER INVESTIGATORS NON SUPERVISORY- SCPDIA 0055

Effective May 24, 2016 (3% COLA)

| Job Code | Job Title | "A" STEP (Hourly) | "I" STEP (Hourly) | MINIMUM (Monthly) | MAXIMUM (Monthly) |
|-----------------|---------------------------------|--------------------------|--------------------------|--------------------------|--------------------------|
| 4193 | PUBLIC DEFENDER INVESTIGATOR I | \$35.93 | \$43.68 | \$6,249 | \$7,597 |
| 4196 | PUBLIC DEFENDER INVESTIGATOR II | \$41.20 | \$50.07 | \$7,165 | \$8,708 |

PUBLIC DEFENDER INVESTIGATORS SUPERVISORY - SCPDIA 0056

Effective May 24, 2016 (3% COLA)

| Job Code | Job Title | "A" STEP (Hourly) | "I" STEP (Hourly) | MINIMUM (Monthly) | MAXIMUM (Monthly) |
|-----------------|-------------------------------------|--------------------------|--------------------------|--------------------------|--------------------------|
| 4180 | SENIOR PUBLIC DEFENDER INVESTIGATOR | \$46.81 | \$56.90 | \$8,141 | \$9,896 |

PUBLIC DEFENDER INVESTIGATORS NON SUPERVISORY - SCPDIA 0055

Effective March 1, 2017 (3% COLA)

| Job Code | Job Title | "A" STEP (Hourly) | "I" STEP (Hourly) | MINIMUM (Monthly) | MAXIMUM (Monthly) |
|-----------------|---------------------------------|--------------------------|--------------------------|--------------------------|--------------------------|
| 4193 | PUBLIC DEFENDER INVESTIGATOR I | \$37.01 | \$44.98 | \$6,437 | \$7,823 |
| 4196 | PUBLIC DEFENDER INVESTIGATOR II | \$42.44 | \$51.59 | \$7,381 | \$8,972 |

PUBLIC DEFENDER INVESTIGATORS SUPERVISORY - SCPDIA 0056

Effective March 1, 2017 (3% COLA)

| Job Code | Job Title | "A" STEP (Hourly) | "I" STEP (Hourly) | MINIMUM (Monthly) | MAXIMUM (Monthly) |
|-----------------|-------------------------------------|--------------------------|--------------------------|--------------------------|--------------------------|
| 4180 | SENIOR PUBLIC DEFENDER INVESTIGATOR | \$48.21 | \$58.60 | \$8,385 | \$10,192 |

APPENDIX B
DEPARTMENTAL GRIEVANCE PROCEDURE

The following grievance procedure is available to employees in the Public Defender Investigators Non-supervisory bargaining Unit, represented by the Sonoma County Public Defender Investigators Association.

Section 1. DEFINITIONS:

- a. GRIEVANCE. A grievance is a complaint by an employee, a group of employees or the Sonoma County Public Defender Investigators Association (herein after, the "Association") on behalf of an employee(s) (all herein after referred to as a "grievant") represented by the Association concerning an alleged violation or misapplication of one or more of the written departmental policies affecting an employee's terms and conditions of employment and within the scope of representation as defined by Government Code 3504 and the County's Employee Relations Policy. All other matters are excluded from the definition of grievance and from this grievance procedure, including but not limited to:
 1. complaints concerning matters which are specifically covered by an existing Memorandum of Understanding (MOU) covering the grievant whether or not they are subject to any grievance or dispute resolution procedure thereunder;
 2. complaints, the resolution of which would require a change in or an amendment to law, ordinance, or the resolutions, rules or regulations of the Board of Supervisors;
 3. discrimination complaints which are subject to the County's Equal Opportunity Discrimination Complaint Procedure;
 4. dismissals, suspensions, and reductions in rank or compensation; and
 5. in addition to (4), above, all other matters appealable under the Civil Service Ordinance and/or the Rules of the Civil Service Commission.

- b. GRIEVANCE PROCEDURE. This grievance procedure is the method by which a grievant may seek management action to relieve or eliminate the grievance as defined above.

- c. GRIEVANCE APPEALS COMMITTEE. A Grievance Appeals Committee of three members shall be a forum for consideration of grievances. Committee members shall be composed as follows:
 - 1. One person selected by the Association representing the grievant.

 - 2. The Director of Human Resources or designee.

 - 3. The third member of the Committee shall be mutually selected by the first two Committee members chosen by the grievant and the Human Resources Director. The third member of the Committee must be so selected within ten (10) days of the day the first two members were selected. If the first two Committee members are unable to agree upon a selection, then the first two Committee members shall strike names off of a list of the current members of the County Civil Service Commission until only one name remains, who shall be the third member of the Committee. The order of striking shall be determined by a coin toss. No Committee member may be selected who is employed in the department in which the grievant is employed. Committee members shall select a chairperson. The Human Resources Department shall provide secretarial services to the Committee. The Committee shall meet on call of its chairman and with mutual agreement, as to date and time of the meeting, among the grievant, the department head and the other Committee members. Deliberations of the Committee shall be informal, confidential and provide a full and fair hearing of the grievance and proposed solutions without formal rules of evidence or a stenographic or electronic recording of the proceedings.

- d. DAYS. The term "days" as used in this procedure shall mean regular County business days, Mondays through Fridays, from 8 a.m. to 5 p.m., but excluding formal County holidays or weekends.

- Section 2. **REPRESENTATION.** An employee may be represented in any step of this grievance procedure by a representative of the Association which represents the grievant as a County employee. No member of the Grievance Appeals Committee may represent the grievant.
- Section 3. **DISCRIMINATION.** No employee shall be subjected to discrimination, coercion, restraint, or reprisal by reason of good faith utilization of this grievance procedure.
- Section 4. **TIME OFF.** Reasonable time off without loss of regular pay from normal County work duties shall be accorded to an employee for the purpose of presenting a grievance, representing the grievant in a grievance proceeding or serving as a member of the Grievance Appeals Committee subject to the condition that before leaving the employee's usual duties the employee shall obtain the permission of the employee's immediate supervisor. Such permission shall not be unreasonably withheld.
- Section 5. **INFORMAL GRIEVANCE PROCEDURE.** It shall be the mutual responsibility of employees and management to endeavor to resolve grievances informally at the lowest practicable level of management. To this end, the grievant shall first present the grievance to the grievant's immediate supervisor in an informal meeting within ten (10) days after the occurrence of the circumstances giving rise to the grievance or when the grievant first actually knew, or could have reasonably known of them. The grievant may request the meeting be held at any reasonable time, and the supervisor shall meet with the grievant as soon as reasonably practicable after receipt of the request. In the meeting, the grievant and the supervisor shall review the grievance. The employee shall fully and fairly explain: the alleged action or inaction by the employee's department which caused grievance; the written departmental policy allegedly violated by the department; and the remedy the grievant believes will resolve the grievance. The parties shall cooperate in seeking a resolution of the grievance. If questions beyond the scope of the supervisor's authority or knowledge are involved, the supervisor may consult the supervisor's superiors or other County officers. The supervisor shall present an informal, oral decision with supporting reasons to the grievant within ten (10) days after the meeting.

Section 6. FORMAL GRIEVANCE PROCEDURE. An employee whose grievance is not satisfactorily resolved by the informal procedure may institute a formal grievance. The formal grievance shall conform to the following:

- a. All formal grievances shall be in writing on the form appended to this resolution. A supply of forms shall be maintained in each department covered by this procedure and shall be readily accessible to all employees.
- b. Within five (5) days after receipt of the supervisor's oral decision in the informal proceeding, the grievant may file a formal grievance on the form prescribed. The grievant shall provide the necessary information called for at the top of the form and in Steps I and II of the grievance form in clearly legible writing, printing, or typing. The grievant shall file the original form with the immediate supervisor.
- c. The immediate supervisor shall meet with the grievant within five (5) days after filing of the grievance form for discussion of the formal grievance. The immediate supervisor shall complete "Supervisor's Decision" portion of the form and return it to the grievant within five (5) days after their meeting. A copy of the supervisor's decision and attached grievance documents shall also be filed with the Human Resources Director.
- d. The grievant may appeal the decision of the immediate supervisor by completing the first part of Step III of the grievance form and filing it with the next higher level of supervision (identified by the department head) and to the grievant's department head within seven (7) days after receipt of the supervisor's decision. The functions of the department head hereunder may be performed by the department head's duly authorized representative.
- e. The person occupying the next higher level of supervision together with the department head, or representative, shall meet with the grievant within ten (10) days after filing of the appeal for discussion of the grievance. The grievant's department head shall complete the rest of the Step III "Department Head's Response" and return it to the employee within fifteen (15) days after such meeting. A copy of the department head's response and any attached grievance documents shall also be filed with the Human Resources Director.

- f. The grievant may appeal the decision of the department head by filing a written request for such appeal to the Human Resources Director within fifteen (15) days after receipt of the department head's decision. The Human Resources Director shall immediately deliver a copy of the written appeal to the grievant's department head. The grievant shall within three (3) days of filing the appeal submit to the Human Resources Director the name of the Grievance Appeals Committee member selected by the grievant or the Association. The Human Resources Director shall select a Committee member to represent the Human Resources Director and then provide assistance as necessary to select the third Committee member in accordance with the selection process in Section 1(c), above. The grievant's written appeal shall provide full details of the facts of the grievance and why the department head's response did not satisfactorily resolve the grievance.

- g. To the extent possible, the Grievance Appeals Committee shall schedule the appeal for hearing to occur not later than ten (10) days from the date all three members of the Committee are selected and shall forthwith notify the grievant and the grievant's department head of the time and place at which the appeal will be considered. The Committee may reach and announce its advisory decision at the close of the hearing or it may retire and deliberate in private before announcing its advisory decision. In order to be properly reached, an advisory decision by the Committee must be agreed upon by at least two (2) members, be in writing, and show both the findings of facts and reasoning of the decision. The Committee shall deliver, with proof of service, a copy of its advisory decision to the department head, the grievant, the Association and the Human Resources Director within ten (10) days after conclusion of the hearing.

The decision of the Grievance Appeals Committee shall be advisory and not be binding on the department head. The decision of the Grievance Appeals Committee may not be appealed further through any grievance or appeal process established for Sonoma County employees.

Section 7. **ADDITIONAL RULES.** This grievance procedure shall be subject to the following additional rules:

- a. The time limitations herein specified may be extended only by written consent of the grievant and the department head. In the absence of such time extension, failure by a grievant to present the grievance or to appeal a decision within the time limits prescribed shall be deemed a resolution of the grievance. Failure of the management representative to meet with the employee or render a decision within the time limits herein specified shall justify appeal to the next step in the grievance procedure.
- b. An employee shall include all current grievances in one grievance. To the degree practicable, grievances shall not be duplicated. If several employees in a single department wish to present grievances which are the same or substantially similar, those grievances shall be joined into one.
- c. All meeting and hearings under this procedure shall be conducted in confidential and private sessions in order to protect the confidentiality of the matters under review.
- d. Any dispute or question as to whether a particular complaint or grievance by an employee is covered under this procedure shall not be subject to determination by the Grievance Appeals Committee.

Employee Signature: _____

Date: _____

Comment: _____

Department Head Authorization: _____

Date: _____

Comment: _____

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