



# **MEMORANDUM OF UNDERSTANDING**

**BETWEEN**

**THE COUNTY OF SONOMA  
AND  
THE SONOMA COUNTY**

**DEPUTY SHERIFFS' ASSOCIATION  
(DSA)**

August 28, 2018 – March 31, 2019

LAW ENFORCEMENT NON-SUPERVISORY, UNIT 46  
LAW ENFORCEMENT SUPERVISORY, UNIT 47

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## **PREAMBLE**

This agreement between the duly appointed representatives of Sonoma County, hereinafter referred to as "County", and the Sonoma County Deputy Sheriffs' 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.

The parties jointly agree to recommend to the County Board of Supervisors the adoption of this Memorandum effective August 28, 2018, unless otherwise specified. This Memorandum shall apply only to those classifications listed within each bargaining unit 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 August 28, 2018, unless otherwise specified. This Memorandum shall expire and otherwise fully terminate at 11:59 P.M. on March 31, 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 by October 1, 2018, its written request to commence negotiations.

## **ARTICLE 2: RECOGNITION**

The County recognizes the Association as the sole bargaining representative for the Law Enforcement Supervisory and Law Enforcement Non-supervisory units. These bargaining units consist of all full-time and part-time employees in regular permanently allocated positions in the classifications listed below:

- Law Enforcement Supervisory, Unit 47
  - Sheriff's Sergeant
- Law Enforcement Non-Supervisory, Unit 46
  - Deputy Sheriff Trainee
  - Deputy Sheriff I
  - Deputy Sheriff II

## 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

#### APPROVED LEAVE OF ABSENCE:

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

#### BASE HOURLY RATE:

The base hourly rate shall be the hourly rate corresponding to the salary step in the salary range/scale to which the employee is assigned.

#### BI-WEEKLY PAY PERIOD:

Fourteen (14) consecutive calendar days, which begins on a Tuesday and ends 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:

Sheriff-Coroner 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 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 workdays, workweeks, 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 RANGE or SALARY SCALE:

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

STATUTORY OVERTIME:

For the sworn, non-exempt employee, it is all hours worked in excess of 86 in a regular 14 day work period.

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 Non-Grievability 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 by this Memorandum. Such decision making shall not in any way, be subject to the grievance procedure provided in Article 31.

#### 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.

To the extent required by law, the County agrees to meet and confer on the impact of the exercise of any such rights upon represented employees prior to implementation.

#### 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: ASSOCIATION RIGHTS**

#### 5.1 Bulletin Boards

County will furnish five (5) reasonable bulletin board spaces measuring no less than 36 x 48 inches. Bulletin boards shall be located in mutually



acceptable areas and shall, when reasonably possible, be out of plain view of the public. All materials to be posted on said boards shall be in good taste and strictly impersonal in nature and limited to the legitimate business of the Association. Prior to posting, all material shall be plainly and legibly initialed by an authorized representative of the Association.

## 5.2 Communications

The County's interdepartmental messenger service may be used for individual business-oriented communication between employees who are represented by the Association and between the paid staff of the Association and such employees, provided that paid staff of the Association shall pick up and deliver all written communications outside the County's normal distribution route. The Association understands that the continuance or discontinuance of the interdepartmental messenger service is a matter within sole discretion of the County.

## 5.3 Work Access

Authorized non-employee Association representatives will be given access to work locations during working hours to investigate and process grievances or post bulletins on the bulletin board(s) without unreasonable interference with employee work. The Association shall give the department head and the Employee Relations Manager a written list of such authorized Association Representatives. Only those people whose name appears on the current list shall be granted access under this provision.

## 5.4 Dues Check Off

The County agrees to deduct all Association dues, insurance premiums and assessments from the pay of those employees who have authorized in writing to the County that such deduction be made. The amounts deducted shall be remitted promptly to the Association or its designee, with an alphabetical list of the employees from whom deducted.

## 5.5 Successor Memorandum Procedures

The County and the Association will strive to arrive at mutually agreeable ground rules to cover any element of the meet and confer process for a successor Memorandum of Understanding.

Reasonable release time shall be granted to Association representatives for purposes of meeting and conferring toward a successor MOU. Release time shall be afforded for a maximum of four (4) representatives in successor MOU negotiations for purposes of time spent in meeting and conferring.

## 5.6 Non-Discrimination

The County will not interfere with or discriminate in respect to any term or condition of employment against any employee covered by this Memorandum of Understanding because of representation by the Association or legitimate union activity, as provided in this Memorandum on behalf of the members of the two bargaining units covered by this Memorandum.

## 5.7 Time for Association Activities

The County and the Association agree to the primary principle that the Association activities will normally be carried on outside of employee working hours. It is further recognized that there are reasonable limited deviations from this policy such as posting of Association notices and distribution of information which do not require substantial amounts of time. Where such activities cannot reasonably be performed except during scheduled working hours, and where such activities are performed without disruption of employee work performance, they are authorized and may be done without loss of pay to the employees involved.

## 5.8 Paid Leave "Pool"

Use:

Upon request, the County will grant Association paid leave to Association representative(s) to attend to Association business related to County of Sonoma representation, when such business would conflict with the work schedule of an employee representative(s). "Association business" shall mean Association Executive Board meetings, conventions, seminars or other Association events, all of which must be related to employer-employee relations and involving matters solely pertaining to the bargaining units covered by this Memorandum of Understanding. When on Association business, bargaining unit members are on off-duty status, during which the County is not responsible for their actions.

Association representatives must contact the Association office to request such paid leave. Additional release hours beyond the annual pool of paid Association leave hours may be granted by the County for Association business on an unpaid leave basis or by the employee representative requesting use of accrued vacation and/or compensatory time off. The County shall not unreasonably deny a request for paid Association business leave or unpaid leave, vacation and/or compensatory time off for Association business unless the County determines the number of Association representatives requesting time off for Association business would create an undue hardship on operational effectiveness, including excessive overtime costs to replace the absent Association representative(s).

All requests for leave under this section shall be made in writing on a form as agreed to by the parties.

a. Unit Member Contributions:

After one year of service, a represented employee may contribute up to twenty-two (22) hours per year of either accrual, compensatory time off or vacation. There is no minimum contribution amount. A contributor must have 80 hours vacation balance after contribution. There is no compensatory time off minimum balance.

b. Association Charges:

The County will charge the Association for overtime costs incurred to backfill positions, when paid leave time under this Article is used. The cost shall be deducted by the County from the Association paid leave pool first. If paid leave is exhausted, the Association will be charged for additional time.

c. Limit and Rollover:

Up to 1,000 hours total of employee contributions may be authorized per year.

Employee contributions are rolled over to the following year, within the annual limits stated above.

d. County Contribution:

In addition, the County will authorize 140 hours per year for the Association's use.

5.9 Representation Assistance

Except as otherwise modified by a specific provision of this Memorandum of Understanding, Association employee and non-employee representatives shall have the right to represent or assist employees covered by this Memorandum of Understanding before the Board of Supervisors, the Civil Service Commission, grievance meetings with County management under the Grievance Procedure of this Memorandum of Understanding or other meetings with County management mutually agreed to in advance.

5.10 Use of County Facilities

Upon request of the Association, the County may provide use of County facilities outside of working hours, provided such space is available and the Association complies with all departmental and Board of Supervisors rules and policies for use of County facilities. The request for use of facilities shall be made in advance to the County and indicate the date, time and purpose of the meeting and facilities needed.

5.11 Data Run – All Employees in Units

At the Association's request, the County will provide the Association with a data run of the names, class titles, and departments of all employees within the two bargaining units covered by this Memorandum of Understanding. The Association recognizes and respects the legal right of each employee to the employee's privacy and agrees not to use any information obtained pursuant to this Memorandum of Understanding or to allow others to use the information for commercial gain, nor in any manner that would violate those rights. With respect to this promise, the Association agrees to indemnify, defend and hold harmless the County, its officers, employees, and agents, from any claim, liability, or damage arising from the Association's breach of its duty under this Article 5.11.

5.12 Data Run – New Employees in Units

The County shall, once per month, make available to the Association President a list of the names, home addresses (where the employee so authorizes the release to the County and the Association), and work locations of all newly hired employees. The President of the Association, or designee, shall be entitled to contact all newly hired employees for the purpose of providing the employee with an Association brochure and other information about the Association. These activities will be conducted on the President's and the newly hired employee's own time. Upon request, the Association may be authorized to make this contact with newly hired employees at a departmental orientation period if the County agrees that such contacts will not interfere or detract from the purpose of the departmental orientation process.

5.13 Board Agenda

The County will arrange to transmit or make available to the Association President, or designee, two copies each week of the Board of Supervisors' regular public meeting agenda in advance of the regular Board meeting. The County will also continue to transmit or make available to the Association President, or designee, two copies of the regular Civil Service Commission agenda and classification studies scheduled on that agenda pertaining to classifications represented by the Association in advance of the Commission meeting.

## **ARTICLE 6: EMPLOYEE RIGHTS**

6.1 Personal Property Reimbursement

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 prosthesis 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.

#### 6.2 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.

#### 6.3 Safety Program

The County is committed to providing a safe and healthy workplace for its employees. On behalf of the employees it represents, the Association agrees that it is the duty of all employees to follow safe work practices and procedures and to report any unsafe practices or conditions to their immediate supervisor or designee. It is further agreed and understood that the foregoing commitment to safety does not specifically establish a staffing level(s) within the Sheriff's Department.

The County has developed and the Board of Supervisors approved on February 26, 2008 an Occupational Safety and Health Program in accordance with Sonoma County Administrative Policy 6-4 Safety Management Policy and Sonoma County Safety Management Program (Resolution # 08-0157).

#### 6.4 Employee/Association Safety Appeals

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.

6.5 Personnel Files

An employee shall have the right to inspect and review any personnel file or record relating to his/her 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/her 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/her interest entered in his/her 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 an Association or non-Association representative review his/her personnel file and/or records in the employee's absence, the employee will provide the Association or non-Association representative with a signed letter indicating the employee's consent to have his/her file and/or records reviewed. The Association or non-Association representative shall present said consent letter to the employee's department head or designee prior to reviewing said employee's file and/or records. All personnel files and records are and remain the property of the County. The 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 employees at any reasonable time during the regular business hours of the County.

6.6 Uniform Review Process – Written Reprimand

Employees shall have a uniform administrative appeal process for written reprimands during the term of this agreement.

## **ARTICLE 7: SALARIES AND ADMINISTRATION OF THE SALARY SCHEDULE**

### **7.1 Salaries**

- a. Salary range/scales shall be as specified in Appendix A for each classification contained within each of the units represented by the Association.
- b. Effective with the pay period that begins March 1, 2016, the County shall increase by three percent (3%) the A Step of each Civil Service job class range/scale in the Salary Table specified in Appendix A and attached to this Agreement.
- c. Effective with the pay period that begins on March 14, 2017, the County shall increase by three percent (3.0%) the A Step of each Civil Service job class range/scale in the Salary Table specified in Appendix A and attached to this Agreement.
- d. Comparison Agencies

Unless mutually agreed to, all classifications within bargaining units 0046 and 0047 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 all 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, then 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 the calculation in order to conclude there is sufficient market data.

### **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 range/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 range/scale or in a lower salary range/scale within five years after resignation may, upon approval by the County, be paid at any step in the appropriate salary range/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 range/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 re-appointed within two years in the same class from which separated, or in a closely related class in the same salary range/scale, or in a lower salary range/scale than the class from which separated shall be paid at the salary step closest to but not exceeding the step of the applicable range/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 range/scale than the class from which the employee was promoted shall receive the salary step rate of the appropriate range/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 range/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 receives a promotion from line staff to a supervisory position or class shall receive the salary step of the appropriate scale that would constitute an increase of salary most closely equivalent to but not less than ten (10) percent of the employee's salary step before promotion but not less than the minimum salary step of the new class or greater than the maximum salary step of the new class. If a promotion occurs on the same day a merit increase is due and approved, the merit increase shall be computed first and subsequently the increase due to promotion.

An employee who is promoted shall be considered for a merit increase when the employee's total hours in pay status, exclusive of overtime subsequent to promotion, equals 1,040 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 range/scale.

7.9 Salary upon Demotion during Probation (Failed 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 range/scale than the class from which the employee is demoted shall have the employee's salary reduced to the salary in the range/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 range/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 range/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 range/scale for the new class which does not exceed the salary received before demotion or displacement but not exceeding the maximum of the salary range/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 or in another class to which the same salary range/scale is applicable, 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 class for which s/he possesses the minimum qualifications shall be paid at the step in the new range/scale nearest the amount to what the employee received prior to transfer.

7.14 Salary upon Reallocation of Class

An employee in a position in a class which is reallocated from one salary range/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/scale, 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 range/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 range/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 range/scale for the employee's class.

7.18 Merit Advancement within Salary Range/Scale

Merit increases within a range/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 and approved in writing prior to the granting of any merit increase. Merit increases shall be made within the appropriate salary range/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/Scale

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 1,040 hours. Thereafter, an employee shall be considered for subsequent merit increases when the employee accumulates 2,080 hours pay status, exclusive of overtime.

7.21 Effective Date of Merit Increase

All merit increases will be effective on the date that the employee is eligible in accordance with Sections 7.18 (Merit Advancement Within Salary Range/Scale) and 7.20 (Salary Upon Advancement Within a Range/Scale).

#### 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 approved leave of absence, who is expected to serve continuously in such assignment for more than 12 consecutive days of work, shall be paid according to the salary of the range/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 Subsequent Reassignment

An employee subsequently reassigned within 12 months of the beginning date of the initial assignment to fill a vacancy in a higher position must serve in such capacity for more than three (3) consecutive days of work prior to receiving the salary provided in 7.22 above.

#### 7.24 Salary upon Disciplinary Reduction in Pay

No disciplinary reduction in salary step(s) shall exceed five percent (5%) over a time period of one thousand and forty hours (1,040) and shall not result in a step placement less than the minimum for the class.

#### 7.25 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 a 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.

#### 7.26 One-Time, Lump Sum, Non-Recurring and Pensionable Payment

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Effective the pay period beginning August 28, 2018, contingent on Union ratification of the successor MOU and approval by the Sonoma County Board of Supervisors on or before August 28, 2018, each regular, full time, employee in paid status as of September 10, 2018 shall receive a one-time, non-recurring, pensionable payment in the amount of \$3,666.00 dollars.

The above amount 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 shall be subject to all applicable federal, state, and local tax withholdings. The payments will not be included in wages for computation of overtime, benefits, or for any other purpose.

In addition, the lump sum payment will be paid to bargaining unit members who have submitted a retirement application to SCERA and who retire on or after August 29, 2018 and on or before September 10, 2018.

### **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 Specialist Premiums**

The County will provide specialist premium compensation to employees whom the Department Head assigns to a specialized unit of duty from among those assignments listed below. The specialist premium compensation shall be in lieu of any other payment for hazard pay and for any other payment for any and all hours of overtime worked while attending or participating in mandatory training in such specialty, except as otherwise required by law. Employees assigned to a specialist assignment will receive the specific premium identified for that assignment as an addition to the employee's base hourly rate, according to the levels listed below. An employee in a unit who is assigned to more than one specialty assignment shall receive the combination of the different premium pays up to and including a total of 10.0% above the base hourly rate.

The alternate helicopter observer premium will be paid only when alternate is assigned to observe.

The premium pay compensates Detectives, Helicopter Observers, Alternate Helicopter Observers, Resident Deputies, and Contract City Traffic Officers for any on-call responsibilities associated with this specialist assignment.

Specialist premium pay shall be compensated according to the levels shown below:

MAXIMUM SPECIALTY

LEVEL I - ALL HOURS IN PAY STATUS

SPECIALTY PREMIUM PAY ASSIGNMENTS	AMOUNT	ASSIGNMENTS
BOMB DISPOSAL	5.0%	4
SWAT	5.0%	14
HOSTAGE NEGOTIATOR	5.0%	5
COURT TRAINING OFFICER	2.5%	2
CONTRACT CITY TRAFFIC OFFICER	5.0%	

LEVEL II - ALL HOURS WORKED (includes regular hours worked and overtime)

SPECIALTY PREMIUM PAY ASSIGNMENTS	AMOUNT	ASSIGNMENTS
DIVE TEAM	2.5%	9
DOG HANDLER SUPERVISOR	2.5%	1
DOG HANDLER (effective 3/1/16)	2.5%	
FIELD TRAINING OFFICER	5.0%	16
HELICOPTER OBSERVER	7.5%	2

SPECIALTY PREMIUM PAY ASSIGNMENTS	AMOUNT	ASSIGNMENTS
ALTERNATE HELICOPTER OBSERVER	7.5%	
MAGNET(effective 3/1/16)	2.5%	

**LEVEL III - JOB CLASS RELATED SPECIALTY ASSIGNMENTS \***

SPECIALTY PREMIUM PAY ASSIGNMENTS	AMOUNT	ASSIGNMENTS
RESIDENT DEPUTY	10.0%	4
DETECTIVE	7.5%	29
I. A. INVESTIGATOR	5.0%	
PERSONNEL/BACKGROUND INVESTIGATOR	5.0%	2

\* Resident Deputy, Detective, I.A. Investigator and Personnel/Background

Investigators are non-civil service job classes.

**8.3 Specialty Assignment Trial Period**

An employee assigned to a specialty assignment covered by Article 8.2 shall serve an initial six consecutive months trial period in the specialty assignment effective from the date the employee was put in the assignment during which he or she may be removed from the assignment in the department head's sole discretion. If the Sheriff reassigns an employee from a Resident Deputy specialty assignment during the trial period, the employee shall continue receiving the Resident Deputy premium pay for 60 calendar days from the date of reassignment. Reassignment of an employee from a specialty assignment prior to the end of the sixth month of such assignment does not require a statement of cause or showing of cause under the rules of the Civil Service Commission.

**8.4 Specialty Assignment Guarantee Period**

- a. Once an employee in a specialty assignment has served the 6-months trial period, the employee shall be entitled to a guarantee period which shall last for an additional 30 months or an additional 42 months in the case of a Resident Deputy assignment. The department head may remove the employee involuntarily from the specialty assignment during

the guarantee period for cause as stated in Rule 10 of the Civil Service Rules, or for reasons under Rule 11 of those rules relating to position allocation reductions. In the event an employee voluntarily transfers from a specialty assignment, any entitlement to a guarantee period is forfeited.

When the department requires staff beyond the number of assignments listed in Article 8.2, due to situational conditions, employees temporarily assigned in a specialty classification shall not be covered by the guarantee provisions of this Article. During such temporary assignments the employee will be compensated at the premium rate listed in Article 8.2.

- b. Temporary Field Training Officer (FTO) - Upon selection, completion of required training and assignment of a trainee(s), a temporary FTO is guaranteed six (6) months of premium pay, as listed in Article 8.2. Reassignment is at the Department's discretion and will be for three (3) month periods. Temporary FTOs are expected to maintain the same standards as permanent FTOs.

When a temporary FTO is needed, an eligible employee not currently receiving the premium pay may be utilized for sick, vacation or other temporary relief, for no more than two full work shifts in a pay period and will receive the FTO premium for the full pay period. If such employee is assigned for more than two full shifts in a pay period, he/she is guaranteed three months premium pay.

Upon initial implementation of this provision, all temporary FTOs already assigned will receive a 6-month assignment guarantee.

#### 8.5 Specialty Assignment Continuation

The department head may retain an employee in a specialty assignment beyond the guarantee period and may reassign the employee from the specialty assignment after the guarantee period at his/her sole discretion. Reassignment of an employee beyond the guarantee period does not require a statement of cause or showing of cause under the rules of the Civil Service Commission.

#### 8.6 Public Safety Officers Procedural Bill Of Rights Act

The Association and the County intend by this article to establish a procedure during the term of this Memorandum that provides the rights and protection of the Public Safety Officers Procedural Bill of Rights Act to represented employees in specialty assignments by limiting the definition of punitive action under that Act to the reassignment of an employee from a specialty assignment only during the guarantee period. Nothing in this



section shall be construed to impose an obligation on the parties beyond that which is required under state law.

#### 8.7 Joint Recommendation To Civil Service Commission

The County would oppose during the term of this Memorandum, a change in Civil Service Commission Rules that would eliminate such an appeal regarding an employee's removal from a specialty assignment during the guarantee period as provided in Article 8.4. The Association, on its own behalf and on behalf of the employees covered under this Memorandum, will oppose the application of any existing Civil Service Commission Rule to permit an employee to appeal to the Commission his or her removal from a specialty assignment during a time other than the guarantee period in Article 8.4. The Civil Service Commission agreed March 7, 1990 to continue to serve as an appeals body for an employee who appeals removal from a specialty assignment under the provision of Article 8.4 - Specialty Assignment Guarantee Period, above, by extending the effective date of CSC Rule 8.7 (D) until after August 13, 2007.

The parties shall request the Civil Service Commission to modify Rule 8.7 (D) by replacing the last paragraph thereof with:

"The Foregoing limited transfer appeal procedures shall not apply to employees covered by the MOU between the County and DSA (law enforcement, supervisory and non-supervisory bargaining units) during the guarantee period for specialty assignments specified in Article 8.4 of this MOU."

If the Commission declines, the parties shall request the Commission to defer the effective date of Rule 8.7 (D), for employees during their guarantee period in a specialty assignment, until August 14, 2007. The parties shall also oppose elimination of the existing appeal procedure and standards applicable to removal of employees for cause from specialty assignments during their guarantee periods.

#### 8.8 POST Premiums

Except Deputy Sheriff I, each employee who has been awarded a valid intermediate, advanced, or supervisory 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 3.25% of base hourly rate thereafter, added to the employee's base hourly rate for all compensation purposes, including overtime. Each eligible employee who has been awarded a valid advanced certificate shall receive 6.75% of base hourly rate thereafter, added to the employee's base hourly rate for all compensation

purposes, including overtime. Each eligible employee who has been awarded a valid supervisory certificate shall receive 8.0% of base hourly rate thereafter, added to the employee's base hourly rate for all compensation purposes, including overtime.

The premiums listed in this Section 8.8 represent the maximum amount paid at the respective level and are not subject to stacking.

The payments set forth in this Section 8.8 shall become effective at the beginning of the first full pay period following date of eligibility or application for the specified POST premium, whichever date is later.

#### 8.9 Dog Handler

The parties estimate that the time canine officers spend in all aspects of the care, feeding, exercise, transport to/from work, and maintenance of their canines on a biweekly basis is seven hours. The parties further agree that any time spent in excess of such time is not reasonably necessary and is unauthorized. The parties stipulate that the pay rate for the performance of such work shall be \$11.12 per hour. Accordingly, the full compensation due officers for the performance of their canine responsibilities, on a bi-weekly basis is \$116.77 (monthly equivalent \$253.00). This amount is in addition to the Specialist premium in Section 8.2.

Article 8.3 through 8.7 shall apply to those officers paid under this section.

#### 8.10 Mounted Unit

Effective March 1, 2016, the 2.5% premium in this Section 8.10 will be eliminated.

With the approval of the Sheriff, up to seven (7) Deputies may volunteer to participate in the Mounted Unit. As a condition of participation in the Mounted Unit, each member will furnish their horse and equipment. The horse and equipment, provided by the deputy, must meet the approval of the Department. Deputies assigned to the Mounted Unit will be paid a two and one half percent (2.5%) premium for all hours worked. This premium will also compensate the deputy for providing the approved horse and equipment as well as all expenses to maintain the horse in approved condition. The two and one-half percent (2.5%) does not include reimbursements for mileage costs.

Deputies voluntarily participating in this program will be required to sign a waiver providing that the County of Sonoma is not responsible for any injury or loss of the horse and equipment and requiring the deputy to waive his/her rights to seek any claim against the County or its officers, agents or employees for such injury or loss. If the horse is injured or killed "in the line of duty" including training events, the Sheriff retains the discretion to

reimburse the employee for such costs up to \$5,000 per year/per occurrence. The deputy will have no recourse to seek review of such discretion under any MOU or other grievance procedure, including, but not limited to, proceedings by the Public Employee Relations Board.

## **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 ten percent (10%) 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 90 cents (\$0.90) per hour for Fluent (proficient in reading, writing and speaking) or Basic (conversational proficiency); or 45 cents (\$0.45) per hour for Sheriff's Basic (elementary speaking level only), 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: UNIFORMS AND EQUIPMENT**

### **10.1 Uniforms**

Each employee covered by this Memorandum of Understanding shall be assigned a full complement of uniforms that meet the specifications prescribed by the County as a condition of employment. Each employee who is required by the department head to perform an assignment in which the employee is required to be in uniform shall wear the uniform that conforms to the specifications required by the County. Employees assigned to duties requiring the wearing of a uniform shall be entitled to the replacement of worn out or damaged uniform items as long as they continue to be assigned to such duties provided that such damage occurred through no fault of the employee. Employees who are not assigned to duties that require the wearing of a uniform shall be responsible for the maintenance of a serviceable dress uniform that meets County specifications.

### **10.2 Equipment**

While required safety equipment will be provided by the Sheriff's Department, additional work-related apparel, equipment and upgrades are provided by the employee. The employee shall receive an equipment allowance of \$500, to be paid during the month of July.

### 10.3 Use Of Uniforms And Equipment

The parties acknowledge that County issued uniforms are not suitable for everyday wear outside working hours, and the employees shall use the equipment and wear uniforms only while on duty and traveling to and from County work.

## **ARTICLE 11: 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 12: DEFERRED COMPENSATION AND RETIREMENT**

### 12.1 Deferred Compensation And Retirement

The County agrees to provide the employees covered by this Memorandum of Understanding the opportunity to participate in the County's Deferred Compensation Plan. Participation shall be on the same basis and in the same manner as other non-management employees are presently authorized to participate. Nothing herein renders the County liable to the Association or any employee for the discontinuance of Internal Revenue Service or Franchise Tax Board approval of any County Deferred Compensation Plan or portion thereof.

### 12.2 414(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.

### 12.3 Safety Employees Hired Before January 1, 2013 (3% at 55 – 3% at 50 Enhanced Safety Retirement Program)

This section 12.3 (including subsections) shall apply to safety employees hired before January 1, 2013 who are contributing members of the Sonoma County Employees' Retirement Association ("SCERA") or who are hired after that date and qualify for pension reciprocity as stated in Government Code Section 7522.02(c) and any related SCERA reciprocity requirements:

#### 12.3.1 Final Compensation Based On Single Year

For purposes of determining a retirement benefit, final compensation for employees covered by this Section 12.3 shall be defined as stated in Government Code Section 31462.1.

#### 12.3.2 3% @ 50 Pension Formula

The “3% at 50” enhanced retirement program will be available to contributing safety members of SCERA covered by this Section 12.3.

#### 12.3.3 Required Employee Contribution

SCERA members covered by this Section 12.3 will contribute the amount required by SCERA as employee contributions, and shall continue to contribute an additional three percent (3%) of any compensation from which retirement deductions are required to be made to their employee retirement account. The additional contributions shall be deducted from the employees’ compensation pretax and they shall become part of the accumulated retirement contributions of the employees. This contribution is intended to defray the cost of the unfunded accrued actuarial liability for any past service due to the enhanced retirement programs. The amortization period for funding the unfunded accrued actuarial liability for any past service due to the enhanced retirement programs described above has been established by SCERA to be twenty (20) years. The County and the DSA agree it is their mutual intent that the aforementioned employee contributions described in this subsection continue for the twenty (20) year amortization period which began July 2003 and shall end with the last pay period in June 2023, unless modified by mutual agreement between the County and the DSA.

#### 12.3.4 Employee Cost Share – 50% of Normal Cost

- a. Effective March 1, 2016, each active Safety member of the Sonoma County Employees Retirement Association (SCERA) covered by this section 12.3 shall contribute one and one half percent (1.5%) of any compensation required to be made to their employee retirement account as a contribution towards one half of the total normal cost (“total normal cost” includes both employer and member shares). The additional contribution shall be deducted from the employees’ compensation pretax and they shall become part of the accumulated retirement contributions of the employee. Employees covered by this section 12.3.4.(a) shall receive a lump sum benefit allowance each pay period as a reimbursement for the cost share arrangement, equal to the dollar value of the deduction described in this paragraph less any required taxes.
- b. Effective March 14, 2017, each active Safety member of the Sonoma County Employees Retirement Association (SCERA) covered by this section 12.3 shall contribute an additional one and one third percent (1.3%) for a total of 2.8% of any compensation required to be made to their employee

retirement account as a contribution towards one half the total normal cost ("total normal cost" includes both employer and member shares). The additional contribution shall be deducted from the employees' compensation pretax and they shall become part of the accumulated retirement contributions of the employee. Employees covered by this section 12.3.4.(b) shall receive a lump sum benefit allowance each pay period as a reimbursement for the cost share arrangement, 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 12.3.4 (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, or if the SCERA deems the benefit allowance as pensionable compensation, the parties agree to reopen this section of the contract to meet and confer on a replacement pension cost share arrangement.

#### 12.4 New Retirement Tier For Safety Employees Hired On Or After January 1, 2013

Effective January 1, 2013, this Section 12.4 (including subsections) applies to safety employees hired or on after January 1, 2013 who are or become contributing members of the SCERA and who do not qualify for pension reciprocity as stated in Government Code Section 7522.02(c):

##### 12.4.1 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, final compensation shall mean the highest average pensionable compensation earned during 36 consecutive months of service.

##### 12.4.2 2% @ 50 – 2.7% @ 57 Pension Formula

As required by Government Code Section 7522.25, the safety Option Plan Two (2% @ 50 – 2.7% @ 57) pension formula shall apply to employees covered by this Section 12.4 who are contributing members of the SCERA.

##### 12.4.3 Required Employee Contribution

As required by Government Code Section 7522.04(g), SCERA safety members covered by this Section 12.5 shall pay 50 percent (50%) of normal costs. In addition, SCERA members covered by

this Section 12.4 shall pay 3.0 percent (3%) of any compensation from which retirement deductions are required to be made to their employee retirement account. The additional contributions shall be deducted from the employee's compensation pretax and shall become part of the accumulated retirement contributions of the employees. This contribution to defray the cost of the unfunded accrued actuarial liability will continue unless modified by a subsequent agreement between the County and DSA. The amortization period for funding the unfunded accrued actuarial liability for any past service due to the enhanced retirement programs described above has been established by SCERA to be twenty (20) years. The County and DSA agree it is their mutual intent that the aforementioned employee contributions described in this subsection shall cease at the end of the twenty (20) year amortization period described in subsection 12.3.3 which began July 2003.

## **ARTICLE 13: DIRECT DEPOSIT**

### **13.1 Direct Deposit – Employee Pay**

The County will deposit participating 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.

### **13.2 Mail Deposit – Dues and AFLAC Premiums**

The County will mail check(s) for Association dues, including money withheld from members' checks for AFLAC premiums, directly to the Redwood Credit Union for deposit into the Association's account. The Association shall provide the County all necessary account, mailing, and other deposit information to allow the deposit by mail. The County's full obligation under this Section 13.2 shall be fulfilled when the check for the required amount is placed in the mail to the designated address. The Association shall indemnify and hold the County harmless for any failure of the check to reach the Redwood Credit Union or to be deposited into the Association's account.

### **13.3 Mailing RMT Contributions**

The County shall mail directly to the RMT program administrator as identified by the Association, the County and employee contributions required to be made to the Retiree Medical Trust (RMT) pursuant to Section 19.6.1. The Association shall provide the County the RMT program administrator's legal name, address, and any other required mailing instructions necessary to enable the mailing. The County's full obligation under this Section 13.3 shall be fulfilled when the check for the required

contributions is placed in the mail to the designated address. The Association shall indemnify and hold the County harmless for any failure of the check to reach the RMT program administrator or otherwise be processed.

## **ARTICLE 14: HOURS AND OVERTIME**

### **14.1 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.

### **14.2 Types of Employment**

#### **FULL-TIME:**

An allocated position which is regularly scheduled for 80 hours of work in a bi-weekly pay period or other regular full-time schedule permitted under the 7k exemption of the Federal Fair Labor Standards Act (FLSA).

#### **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 is defined in the Civil Service Rules.

### **14.3 Work Schedules**

The County reserves the right to establish and modify work schedules consistent with this Memorandum. However, the County recognizes its obligation to meet and confer on the impact of its decision to modify work schedules prior to the implementation of any proposed change.

### **14.4 Flex-Time Schedule**

The County reserves the right to utilize a flex-time schedule, to be mutually agreed upon by the department and the employee. 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.



#### 14.5 Posting of Work Schedules

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

#### 14.6 Work Schedule Change

The County reserves the right to establish and modify individual 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.

##### 14.6A Patrol Bureau 3-11/4-11 Alternating Work Period

For some Deputy and Sergeant assignments within the Patrol Bureau, as specified by the Sheriff, the County has designated the relevant "work period" under the Fair Labor Standards Act (FLSA) as a twenty-eight (28) day cycle. The 28-day work period spans from 12:00 a.m. Tuesday morning thru 11:59 p.m. Monday at the end of the 28th day. During the work period, bargaining unit members assigned to the 3/11-4/11 Alternating Work Period shall be assigned to work the following schedule:

- Three (3) eleven (11) hour consecutive work days,
- Followed by four (4) consecutive days off,
- Followed by four (4) eleven (11) hour consecutive work days,
- Followed by three (3) consecutive days off.

The schedule will consist of a three pay period cycle, wherein during one of the three pay periods of the cycle employees will work one additional "straight time" (non-overtime) nine (9) hour shift, scheduled as determined by the Field Services Captain or designee on a day that would have otherwise been a scheduled day off. The 9 hour shift will be scheduled at the beginning of the 3-pay-period cycle with at least thirty (30) days advance notice to the employee. Section 14.6 above allows schedule changes. In a three pay period cycle, this schedule results in employees working 77 hours in each of two pay periods, and 86 hours in one pay period. Overtime shall be as provided in Sections 14.7 and 14.8.

#### 14.6B Patrol Bureau Shift Bidding

The County will follow a shift bidding policy during the term of this Memorandum for a limited number of eligible Sheriff's Deputies (not Sergeants) assigned to the 3-11/4-11 schedule in the Patrol Bureau Main Office and for eligible Sheriff's Deputy assignments in Court Security.

Shift bidding will occur once a year and generally will be implemented the first pay period in January. Sheriff's Deputies assigned to Court Security and the Main Office will be allowed to shift bid. However, the Field Services Captain may identify 50% of the staffing at Court Security that will not be able to participate in the shift bid process. Additionally, certain assignments within Field Services will not be eligible for shift bid, as identified in the Law Enforcement manual Shift Bid Policy to be developed.

Association grievances concerning the interpretation, application or alleged violation of this Section (14.6B) are subject to the grievance procedure under this MOU. Any individual grievance concerning the interpretation, application or alleged violation of the shift bidding policy shall be subject only to the Departmental Grievance Procedure and any such grievance is hereby expressly excluded from the Grievance Procedure of this MOU.

#### 14.7 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. 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).

Statutory Overtime – Patrol Bureau 3-11/4-11 Work Schedule (28-Day Work Period)

Statutory overtime for the sworn, non-exempt employee assigned to a 3-11/4-11 Work Period in the Patrol Bureau and on a 28-day work period, as described in Section 14.6A, is defined as all hours worked in excess of 171 hours in the 28-day work period. The 28-day work period spans from 12:00 a.m. Tuesday morning thru 11:59 p.m. Monday at the end of the 28th day.

#### 14.8 Non-Statutory Overtime

For the sworn, non-exempt employee assigned to a 4-10 work period, non-statutory overtime is defined as hours actually worked in excess of 80 pay status hours in a regular 14-day work period.

Example: Employee works 70 hours on normal schedule, is on paid sick leave for 10 hours and works an additional 10 hours outside normal work shift. The additional 10-hour shift is paid at overtime.

Non-statutory overtime for all employees is also defined as hours actually worked in excess of hours in pay status on the employee's normal full-time daily work shift established by the department head or any other circumstance except Article 14.6 where overtime pay is provided in this Memorandum.

Example 1: Employee assigned to 10-hour shifts works 12 hours. Overtime is paid for 2 hours.

Example 2: Employee is on Leave Without Pay for 40 hours of work period; then, actually works 40 hours on normal work shift and 7 hours not on normal daily work shift. The 47 hours worked are all paid at straight time.

#### Non-Statutory Overtime – Patrol Bureau 3-11/4-11 Work Period (28-Day Work Period)

Non-statutory overtime for the sworn, non-exempt employee assigned to a 3-11/4-11 Work Period in the Patrol Bureau and on a 28-day work period, as described in Section 14.6A, non-statutory overtime is defined as hours actually worked in excess of 163 pay status hours in a regular 28-day work period which contains a 77 and an 86 hour pay period, or 154 pay status hours in a regular 28- day work period which contains two 77 hour pay periods. The 28-day work period spans from 12:00 a.m. Tuesday morning thru 11:59 p.m. Monday at the end of the 28th day.

Non-statutory overtime for all employees is also defined as hours actually worked in excess of hours in pay status on the employee's normal full-time daily work shift (either 11 hour shift or 9 hour shift as scheduled) established by the department head or any other circumstance except Article 14.6 where overtime pay is provided in this Memorandum.

Example 1: Employee assigned to 11-hour shifts works 12 hours. Overtime is paid for 1 hour.

Example 2: Employee is on Leave without Pay for 40 hours of work period; then, actually works 40 hours on normal shift and 7 hours not on normal daily work shift. The 47 hours worked are all paid at straight time.

#### 14.9 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.

#### 14.10 Overtime Earned

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

#### 14.11 Overtime Compensation

- a. 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 one hundred and sixty (160) hours of compensatory time have been accrued. When one hundred and sixty (160) hours of compensatory time are accumulated, the department will compensate the employee in cash for any additional overtime worked..
- b. Notwithstanding the language in 14.11.a. above, the department head may require overtime worked to relieve compensatory time off to be paid in cash.

#### 14.12 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.

#### 14.13 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.

#### 14.14 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.

#### 14.15 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 14.11.

#### 14.16 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.

#### 14.17 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 15: STANDBY AND CALLBACK**

#### 15.1 Definition of 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. Each such employee who is assigned to standby shall be paid five percent (5%) of the employee's base hourly rate for each hour that the employee stands by on call.

No employee shall be paid for standby duty and other compensable duty simultaneously.

#### 15.2 Callback

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 callbacks 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.

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 callback 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.

Employees who are called back to work while on a duty free meal period will be paid for time worked, according to Article 17.2.

### 15.3 Court Callback

#### 15.3.1 Pay When Court Appearance Required

Employees who are required to appear in court as part of their official duties in their off-duty time in response to a valid subpoena or other written order from the Court or employer shall receive a minimum of four (4) hours of overtime. Any payment for overtime shall be in accordance with the provisions of Article 14. 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.

#### 15.3.2 Late Cancellation Pay

Effective April 15, 2014, employees who have been served with a valid subpoena requiring them to appear in court on a regularly scheduled day off, but who are not required to appear shall receive two (2) hours of overtime pay if they receive notice that their appearance is not required fewer than seven (7) calendar days prior to the scheduled appearance time. For purposes of this Subsection 15.3.2 only, a "regularly scheduled day off" shall be determined based on the start time, not the end time, of the regularly scheduled work day. For example, an employee whose regular work schedule includes work from 2100 on Monday to 0700 on Tuesday (with no other work scheduled on Tuesday) shall be deemed to work on Monday, and have a regularly scheduled day off on Tuesday.

Employees may not receive more than one payment in a calendar day pursuant to Sections 15.3.1 and 15.3.2 regardless of the number of subpoenas received. Employees who are scheduled for training or vacation will mark the time under the "unavailable block," and subpoenas for the unavailable time should not be served, and no payment will be provided.

#### 15.3.3 Documentation Required

The County may require employees to submit appropriate documentation certifying eligibility for payment under Subsections 15.3.1 and 15.3.2.

## **ARTICLE 16: SHIFT DIFFERENTIAL PREMIUM**

### **16.1 Shift Premium Compensation**

Deputy Sheriffs/Sergeants who work 50% or more of assigned patrol duties between the hours of 2 pm(1400 hours) and 6 am (0600 hours) will receive an additional 5% per hour above the employee's base hourly rate for each hour actually worked after 2 pm, up to the end of the assigned shift. Detectives in the Coroner and C.S.I. Units and Transportation Deputies who normally work during those hours are also eligible for 5% shift premium pay, as stated above.

Example: Patrol shift from 11 am to 9 pm - shift premium would apply to all hours worked after 2 pm.

### **16.2 Day Shift Holdover**

If such employees are held over for more than three (3) hours after the end of regularly assigned day shift and hold over is between 4 pm and 6 am, the 5% shift premium will be paid for all hours worked on hold over. If held over for three hours or less, shift premium will not apply.

### **16.3 Swing/Night Shifts**

Employees regularly assigned to swing and night shifts will continue to receive shift differential for any hours worked beyond assigned shift.

### **16.4 Resident Deputies & Detectives**

Resident Deputies and Detectives filling a patrol shift outside their regular Resident Deputy or Detective assignment between 2 pm and 6 am will receive the 5% shift premium. Resident Deputies and Detectives called out during these hours (1400-0600) are not eligible to receive the 5% shift premium.

## **ARTICLE 17: MEALS AND REST PERIODS**

### **17.1 Rest Periods**

The department head may grant rest periods to employees of his/her department. Such rest periods shall not exceed fifteen (15) minutes in any four (4) consecutive hours of work and shall be considered as time worked.

### **17.2 Lunch Periods**

Department heads may grant a lunch period during each daily work shift. The duration of the lunch period may be not less than thirty (30) minutes nor greater than one hour. Different lunch periods may be assigned to different work units in the same County department or division. Lunch periods may be considered as time worked at the discretion of the department head.

### 17.3 Meals

Employees may, at the direction of the department head, receive meals at County expense while on duty in any of the detention facilities. A department head may arrange for meals to be provided at County expense to employees who are required to be kept on duty for prolonged periods of time or for emergency situations. The cost of meals shall not be added to the employee's base hourly rate for the purposes of computing the employee's regular rate of pay.

### 17.4 Lodging

An employee in the class of Deputy Sheriff II who is assigned as a Resident Deputy Sheriff may be required to live in County provided housing. No rent is charged, but the Resident Deputy tenant will be charged an individual maintenance cost. The reasonable cost of housing shall not be added to the employee's base hourly rate in computing the employee's regular rate of pay. Resident Deputies, not provided with County housing, shall receive one thousand fifty dollars (\$1,050.00) per month housing allowance. The reasonable cost of housing shall not be added to the employee's base hourly rate in computing the employee's regular rate of pay.

## **ARTICLE 18 - HEALTH & WELFARE BENEFITS FOR ACTIVE EMPLOYEES**

### 18.1 Active Employee Health Plans

An eligible employee is 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 Article 18.2.6 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.

18.2 Enrollment In County Offered Health (Medical, Dental, Vision, Life Insurance) Plans

Election to enroll in a County offered health plan will take place within the first 31 days following date of appointment to a permanently allocated position of .40 FTE or greater or it shall be made during an annual open-enrollment period. Enrollment in vision and basic life insurance is automatic. Mid-year enrollment can only be permitted as allowed by IRC Section 125 or as required by HIPAA or other applicable regulations.

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

Health plan coverage will be paid on bi-monthly basis (24 payments per year).

18.2.1 County Offered Medical Plan(s)

The County will offer at least one HMO plan and one plan permitting out-of-network provider coverage. No changes to existing medical plans will be made without completion of meet and confer with the bargaining units. 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.

18.2.2 County Contributions Toward Active Employee Medical Benefits.

- a. Effective the pay period beginning August 14, 2018, for the pay date of September 5, 2018 the County shall contribute up to a 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 bi-monthly)

Employee plus one   \$1,257 per month, (\$628.50 bi-monthly)

Family                   \$1,779 per month, (\$889.50 bi-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 Article 18.2.6.

#### 18.2.3 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 shall be \$14.13 bi-monthly (\$28.26 per month).

Effective the pay date of September 5, 2018 and continuing beyond the term of this MOU extension, the employee contribution shall be suspended, resuming July 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 August 28, 2018.

The County shall contribute to part-time eligible employees on a pro-rated basis, in accordance with Article 18.2.6.

#### 18.2.4 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 be enrolled automatically in the vision benefit and the County shall contribute to part-time eligible employees on a pro-rated basis, in accordance with Article 18.2.6.

Benefit provisions, co-payments and deductibles are outlined in the Summary Plan Description or Evidence of Coverage.

#### 18.2.5 Life Insurance

The County provides , a basic term life insurance plan in the amount of \$25,000 for an allocated full-time equivalent position of sixty hours or more (0.75 FTE or more) with no employee contribution. Enrollment in basic life insurance is automatic, based on eligibility. Part-time employees who are regularly scheduled to work less than 60 hours per pay period may purchase coverage through payroll deduction.

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 coverage for themselves at their own expense upon initial eligibility during the annual open enrollment periods specified in Article 18.2. The employee may purchase supplemental coverage in increments of one times (1X) to four times (4X) the basic coverage to a maximum of \$500,000, in accordance with the insurance carrier's policy. 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 higher bracket 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.

#### 18.2.6 Part-Time Employee – Health Plans

Part-time employees in allocated positions of 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 in allocated positions of fewer than 32 hours biweekly and receiving health benefits prior to June 1, 2010 will be grandfathered and remain eligible to receive pro-rated benefits.

#### 18.3 Employee Assistance Program

The County provides an enhanced Employee Assistance Program (EAP) for law enforcement employees.

#### 18.4 Long-Term Disability (LTD)

The Association has elected to purchase Long Term Disability benefits offered through PORAC as a part of Association membership. Coverage is mandatory, based upon provider's policy, and premiums will be paid by the employees through payroll deduction on the first payroll of each month. An amount equivalent to the premium will be paid to the employee.

Should the bargaining unit elect for higher coverage than is currently offered, the higher coverage level will be mandatory for all bargaining unit

members, and employees will be responsible for any increase in premiums above \$22.50 per month.

The insurance provider will be required to supply the County information on benefits paid to employees. Sick leave accruals may be used to supplement long-term disability benefits according to the plan document.

The Association will provide to the Human Resources Department a copy of any changes to the LTD policy as the changes occur.

#### 18.4.1 Claims Disputes Over LTD

Employees shall utilize the appeal procedures in the PORAC plan for any dispute regarding claims under this plan.

### 18.5 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.

#### 18.5.1 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 biweekly base salary as follows:

- All sick leave shall be taken until the remaining sick leave balance is 40 hours or less.
- Once the sick leave balance is 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 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.

### 18.6 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 Article 18.6 (Medical/Pregnancy Disability Leave). If the employee returns to medical or pregnancy 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 Medical 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.

#### 18.6.1 Medical, Dental & Vision Benefits – LWOP Or Unpaid Absence

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 50% of the employee's allocated full-time equivalent position in a pay period, the County will cease to pay its normal benefit contributions. The employee must pay the total health plan premium(s), 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 no less than 50% of the employee's regular schedule in a pay period, the County will continue to pay its normal benefit contributions.

### 18.6.2 Continuation Of Health Benefits Coverage

An employee, who is entitled to continued benefit coverage as specified in Article 18.6 (Medical /Pregnancy Disability Leave and 18.6.1(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 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 1<sup>st</sup> of the month following return to pay status.

### 18.6.3 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 Article 18.2.6. For pay periods with no pay status hours, pro-ration shall be based on the employee's FTE. Part-time employees shall be entitled to participate in long-term disability as specified in Article 18.4 (Long-Term Disability).

### 18.6.4 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.

## 18.7 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 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, are not subject to Article 30 (Grievance Procedure) of the Memorandum.

### 18.8 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, benefits administration, or network management. Summary Plan Descriptions and evidence of coverages are available on-line on the County's Human Resources webpage.

### 18.9 Health Reimbursement Arrangement (HRA) Contribution

Effective the pay period beginning May 10, 2016, the County ceased contributions to the Active 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 Internal Revenue Code Sections 105 and 106.

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.

18.10 One-Time, Lump Sum, Non-Recurring and Non-Pensionable Payment<sup>(A1)</sup>

Effective the pay period beginning March 1, 2016, each regular, full time, active employee in paid status on the last day of the pay period shall receive a one-time, lump sum, non-recurring, non-pensionable payment in the amount of \$1,567 dollars.

The above amount shall be prorated for eligible part time employees in accordance with Section 18.2.6.

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

**ARTICLE 19: MEDICAL BENEFITS FOR FUTURE RETIREES**

19.1 Retiree Medical Coverage

A. Eligible retirees and eligible dependent(s) (as defined below) may, but are not required to, enroll in a County offered medical plan. Retirees who elect to 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 an employee/retiree 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., a retiree and his or her dependents cannot be covered by more than one County-offered health plan). Retirees and eligible dependents who enroll in a County offered medical plan are responsible for all costs (including County offered retiree medical plan premiums 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; or
- A child based on your plan's age limits or a disabled dependent child regardless of age.



- Upon the death of a retiree, an eligible surviving dependent who was either enrolled or had waived coverage at the time of the retiree's death.

19.2 County Contribution toward Retiree Medical Costs - Employees Hired Before January 1, 2009

A. Eligibility for County contribution

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

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.
4. Current retirees receiving a County contribution for retiree medical based on eligibility at the time of their retirement who do not meet the 10 year requirement as listed above are grandfathered in at the eligibility at the time of their retirement.

5. County Service-Connected Disability Retirement.

Regular employees hired or rehired after July 1, 1990 but before January 1, 2009 who have less than ten (10) years of service are eligible to receive a County contribution toward the cost of a County offered medical plan for the eligible retiree only, if they:

- a. Have been a contributing member (or a contribution was made on their behalf) of the Sonoma County Employees' Retirement Association (SCERA) for the period of time they have been employed by the County;
- b. Have incurred an occupational injury and are granted a service-connected disability retirement from SCERA for that injury; and
- c. Have received a Permanent Disability Rating equal to or greater than 50% as approved by the California Workers' Compensation Appeals Board and the Sonoma County Board of Supervisors.

6. 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 19.2 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).

19.3 County Contribution toward Retiree Medical Costs - Employees Hired On or After January 1, 2009 – Effective January 1, 2009

Eligibility for County Contribution

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 0.5 full-time equivalent or greater, hired on or after January 1, 2009 are eligible to receive a County DSA RMT 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 initial contribution.
4. All previous County contributions made to the existing County Retiree Health Reimbursement Accounts on behalf of current active bargaining unit members, will be transferred to the DSA Retiree Medical Trust, upon documentation provided to County by the Association of the tax-exempt status and that the transfer of such balances complies with the IRS regulations.
5. Laid-Off & Restored Employees.
  - a. 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 19.3 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.

#### 19.4 Surviving Dependent – County Contribution for Employees Hired Before January, 2009

Upon the death of a retiree, the County will continue to pay the County's contribution as described in Article 19.6.1.B. as follows:

One eligible surviving dependent, as described in section 19.1, will continue to receive the County's DSA-RMT contribution if the surviving dependent was an eligible dependent of a retiree who was eligible to receive a DSA-RMT contribution prior to the death of the retiree.

Any additional surviving eligible dependent(s) enrolled under the retiree's medical plan at the time of the retiree's death, may continue participation in the County offered medical plan but remain responsible for all premium costs.

#### 19.5 Surviving Dependent – Eligibility to Participate in a County Offered Medical Plan- Employees Hired On or After January 1, 2009:

Upon the death of a retiree (as defined in Article 19.3), an eligible surviving dependent(s) who was eligible to be enrolled in a County offered medical plan prior to the retiree's death, may continue participation in the County offered medical plan but remains responsible for all costs (including premiums).

#### 19.6 DSA Retiree Medical Trust

##### Establishment of the Trust

The Association has established a Retiree Medical Trust (DSA RMT) for past, current and future members of Bargaining Units 46 and 47 (DSA) and Bargaining Unit 43 (DSLEM) and their surviving dependents. The class of eligible DSA RMT participants has been established according to trust documents approved by the Association, without any involvement of the County (beyond the funding obligations herein). The establishment of and participation in the Trust shall be the complete and sole responsibility of the Association. The County does not have any involvement in its design, its administration or in the benefits paid, nor shall the County have any responsibility for any actions of the Trust or its trustees or of the Association with respect to the Trust. The Association will provide sufficient documentation to County to ensure the Trust has acquired and maintains

tax exempt status, including an IRS determination letter, pursuant to Internal Revenue Code provision 501(c)(9) and all other applicable laws and regulations; and the Association has procured an appropriate Private Letter Ruling(s) (PLR) authorizing the funding of the trust on a tax-favored basis to include County contributions during employment and post employment, sick and/or vacation leave contributions, and the transfer of existing Health Reimbursement Account balances currently held on behalf of active bargaining unit members, will be made to the Trust on a pre-tax basis.

#### 19.6.1 Contributions to The DSA Trust

In accordance with the terms of Article 19 of the MOU, the County shall make the following contributions to the DSA Trust on behalf of eligible bargaining unit members:

##### A. County contribution – All Employees

For each regular filled DSA position in paid status, the County shall contribute \$10 each pay period to the DSA RMT, through expiration of the MOU and absent a successor MOU continuing such contribution.

##### B. County Contribution – Employees Hired before January 1, 2009

Effective upon adoptions of the MOU extension by the Board of Supervisors, employees hired before January 1, 2009 who meet the eligibility requirements outlined in Section 19.2.A above, and retire directly from County service, the County shall contribute \$500 per month to the DSA Retiree Medical Trust.

##### C. County Contribution – Employees Hired on or After January 1, 2009

###### 1. Initial County Contribution:

- a. On the first pay date following completion of the eligibility requirements outlined in Article 19.3.A above, regular full-time employees shall receive a lump sum contribution of \$2,400 deposited into the DSA-RMT account established in their name. Thereafter, contributions will be made each pay period based on pay status hours (no more than 80 hours biweekly), not including overtime, per 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 the DSA-RMT account).

c. Regular County Contribution:

After the initial contribution (defined above) is made, the County shall contribute \$0.58 per pay status hour (no more than 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.

d. The County will continue contributions called for in this subsection directly to the employees current HRA account until such time as the county has the ability to make the contributions directly to the DSA RMT, no later than November 30, 2018.

D. Employee contribution

Each regular employee in paid status filling a classification in Bargaining Units 46 and 47 shall have a mandatory pre-tax reduction of \$59.23 per pay period taken from their regular earnings and paid into the DSA RMT. In the event that an employee does not have sufficient earnings to pay the pre-tax reduction in any given pay period, the employee contribution will be made only up to the amount of his or her earnings.

This Article 19.6.1.B is not grievable under the MOU.

19.6.2 Leave Accruals Paid Out At Retirement

Effective upon receipt of a PLR regarding the transfers of sick leave and vacation leave into the Trust and an opinion letter (if available) by the State of California Division of Labor Standards Enforcement regarding the payout of vacation (Opinion Letter), the parties shall execute a side letter to this MOU providing that no earlier than December 10, 2013, each regular employee filling a classification in Bargaining Units 46 and 47 shall have 50% of their existing payouts of accumulated vacation owed to them at the time of retirement go directly into individual accounts in the DSA RMT.

19.6.3 For bargaining unit members hired on or after January 1, 2009, the County contributions to the DSA RMT as described in Articles 19.6.1 A and 19.6.1 C, constitute the County's entire obligation towards medical benefits upon termination and/or retirement and the parties agree that no other retiree medical benefits exist.

For bargaining unit members hired before January 1, 2009, the County contributions described in Article 19.6.1 A and Article 19.6.1 B, constitute the County's entire obligation towards medical benefits upon retirement and the parties agree that no other retiree medical benefits exist, including Medical Part B reimbursement.

#### 19.6.4

The Association is solely responsible for obtaining any necessary IRS approvals, and represents it has established and administers the DSA RMT. The Association will indemnify, defend and hold harmless the County, its agents, officers, and employees, against any and all claims or legal proceedings regarding the Trust's establishment. The Association has established the Trust, and to the extent permitted by law and the IRS, the Trust will indemnify, defend and hold harmless the Association and the County, its agents, officers, and employees, against any and all claims or legal proceedings regarding the operation of the Trust. In the event that inclusion of such a provision compromises the ability of the Trust to secure the requisite tax exempt status, the indemnity, defense and hold harmless provision shall not be incorporated into the Trust document, but that absence from the Trust shall not affect the obligation of the DSA to indemnify, defend and hold harmless the County, its agents, officers, and employees.. If the Association joins another Retiree Medical Trust, the Association shall make all reasonable efforts to procure indemnification language related to the operation of the Trust on behalf of the Association and the County. The association on behalf of itself and its members/survivors waives any cause of action against the County based on administration and operations of the DSA RMT.

#### 19.6.5

In consideration for the benefits provided in Article 19.6, the Association on behalf of itself and its members/survivors waives any cause of action based on County conduct regarding retiree medical benefits from April 1, 2007 through date of adoption by the BOS of the DSA/DSLEM MOUs. Unless compelled by operation of law, the

Association further agrees it will not initiate, financially support, or participate in any grievances, claims, demands, or suits against the County resulting from or in connection with the matters described herein.

#### 19.6.6

The DSA RMT will require eligible bargaining unit retirees to sign an agreement as part of their participation in the Trust, which will include statements that (1) the participant waives any cause of action against the County or the Association regarding changes to retiree medical benefits from April 1, 2007 through the date of adoption by the BOS of the 2008-2010 DSA/DSLEM MOUs; and (2) the participant understands that the benefits identified in DSA Article 19.6.3 (DSLEM Article 6.6.3) constitute the County's entire obligation towards post-employment medical benefits and no other post-employment medical benefits exist. The parties agree to continue discussing this section to address concerns raised by DSA with IRS regulation compliance.

19.6.7 Legal Compliance Review: In implementing the obligations set forth in section 19.6.1, the parties understand and agree that no later than the close of business July 31, 2018, legal counsel will review compliance of those obligations with governing IRS regulations and that such review will take place as soon as possible. In the event such legal review identifies legal compliance problems the parties will immediately meet and confer to address and resolve the outstanding issues.

## **ARTICLE 20: HOLIDAYS**

### 20.1 Holidays – Paid

The County shall provide full-time and part-time County 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.

### 20.2 Holidays – Scheduled

- (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) Caesar 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

### 20.3 Holiday – Day Observed

If a date specific holiday listed in 20.2 falls on a Saturday, the preceding Friday shall be the County observed holiday. If a date specific holiday listed in 20.2 falls on a Sunday, the following Monday shall be the observed holiday. All other date specific holidays shall be observed on the date specified in Article 20.2.

### 20.4 Holiday – Compensation

A full-time employee whose assigned work schedule includes neither the scheduled holiday nor the observed holiday, shall receive 8 hours of compensatory time. All other full-time employees whose regular assigned work schedule includes either the scheduled holiday or the observed holiday shall receive 8 hours at their base hourly rate of pay.

### 20.5 Holiday Compensation- 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.

### 20.6 Holiday – 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 pay status (excluding the holiday benefit).



20.7 Holiday Pay Maximum

Holiday pay shall not exceed 8 hours for each holiday.

20.8 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 advance 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. For 2018 the floating holiday hours will be available to employees no later than September 19, 2018.

**ARTICLE 21: VACATION**

21.1 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 Article 21.3.

21.2 Part-time Employees

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

21.3 Accrual

Non-Supervisory

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

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<b>Years of Completed Full-Time Service</b>	<b>In-Service Hours of Completed Service</b>	<b>Rate for 80 In-service Hours per pay period</b>	<b>Maximum Accumulated Hours</b>
0 through 2	0 to 4,173	3.38	300

<b>Years of Completed Full-Time Service</b>	<b>In-Service Hours of Completed Service</b>	<b>Rate for 80 In-service Hours per pay period</b>	<b>Maximum Accumulated Hours</b>
2 through 5	4,174 to 10,434	3.99	300
5 through 10	10,435 to 20,870	4.91	300
10 through 15	20,871 to 31,305	6.14	300
15 through 20	31,306 to 41,741	6.75	300
20 through 25	41,742 to 52,177	7.36	300
25 or great	52,178 or more	7.67	300

#### Supervisory Unit

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

For the term of this extension, the Maximum Accumulated Hours listed below will remain at 360 hours. Effective March 31, 2019, the Maximum Accumulated Hours listed below will be restored to 310 hours. Effective March 31, 2019, employees with Maximum Accumulated Hours above 310 will not accrue additional hours until their accumulated hours drop below 310.

<b>Years of Completed Full-Time Service</b>	<b>In-Service Hours of Completed Service</b>	<b>Rate for 80 In-service Hours per pay period</b>	<b>Maximum Accumulated Hours</b>
0 through 2	0 to 4,173	3.38	360
2 through 5	4,174 to 10,434	3.99	360
5 through 10	10,435 to 20,870	4.91	360
10 through 15	20,871 to 31,305	6.14	360
15 through 20	31,306 to 41,741	6.75	360
20 through 25	41,742 to 52,177	7.36	360
25 or great	52,178 or more	7.67	360

#### 21.4 Reappointment

Each employee with 10,435 in-service hours (five or more years) who resigned in good standing and is re-appointed within two years, shall be

credited with 4,174 in-service hours (two years) for purposes of new vacation accrual.

Each employee who is laid off and who is re-appointed 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 layoff.

#### 21.5 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. No employee may take vacation leave in advance of that actually accumulated at the time such leave is taken.

#### 21.6 Payment for Unused 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. See Article 19, Section 19.6.2 for provisions on payout of 50% of accumulated vacation to Retiree Medical Trust accounts at retirement.

### **ARTICLE 22: SICK LEAVE AND FAMILY LEAVE**

#### 22.1 Sick Leave Accrual

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-hour (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.

#### 22.2 Sick Leave Use

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

##### 22.2.1 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 a health condition of, or preventative care for the employee family member. For leave under this section 22.2.1, "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, or other person who stood in place of a parent to the employee or the employee's spouse or domestic partner when the employee was a child. A biological or legal relationship in not necessary for a person to have stood in place of a parent to the employee as a child);
  - 3. employee's spouse or registered domestic partner;
  - 4. grandparent, grandchild, or sibling of the employee or the employee's spouse or registered domestic partner.

Sick leave use for family members listed in this section 22.2.1(C) shall not exceed forty-eight (48) hours per occurrence unless extended by joint action of the employee's Department Head and the Director of Human Resources by reason of exceptional hardships. "Occurrence" means per illness or related incidents. The 48 hours do not have to be consecutive.

California "Kin Care" (Labor Code 233) provides that an employee may use an amount of paid sick leave each calendar year that is equal to the amount of time that would normally accrue in a six month period and may be used in the same manner as other sick leave described in this section 22.2.1 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 22.3 Sick Leave Documentation.

#### 22.2.2 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 or more of the essential functions of her job or to perform these functions without undue risk to herself, the successful completion of her pregnancy, or to other persons.
- 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, 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, or adoptive parent, stepparent, a legal guardian or other person who stood in 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 a parent to the employee as a child. Parent does not include Parent-in-law.)

-For FMLA/CFRA qualifying events to care for a covered family member incapacitated by injury or illness 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 22.9 Family Care and Medical Leave.

### 22.3 Sick Leave Documentation

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

22.3.2 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.

22.3.3 Subsequent Hours: For use of accrued sick leave beyond the first 48 hours or number of hours equal to three six (6) days in the annual or calendar period (consecutive or non-consecutive), as described above, a

signed medical certification may be required for each use of accrued sick leave. Reasonable medical certification of incapacity shall be required for sick leave use of more than 48 consecutive work hour's duration.

22.3.4 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.

#### 22.4 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.

#### 22.5 Sick Leave Conversion at Regular Retirement

Each employee separating 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.

#### 22.6 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 22.4 (Sick Leave Conversion at Regular Retirement), the County shall pay 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.

#### 22.7 Sick Leave – Distribution at Non-Duty Related 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.

#### 22.8 Sick Leave Distribution at Disability Retirement or Duty Related Death

The County shall pay each employee separated from County service by a disability retirement for disability or duty related death shall be entitled to 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.

## 22.9 Family Care & Medical Leave

### 22.9.1

Each eligible employee is entitled to Family 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 run concurrently as provided by law.

### 22.9.2 FMLA/CFRA Eligibility

To be eligible for family care and medical leave, on the date on which the 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 one thousand two hundred and fifty (1,250) hours during the twelve (12) month period immediately preceding the commencement of the leave.

### 22.9.3 Family Care and Medical Leave Entitlement

Subject to the provision of 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:

#### 22.9.3.1

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

#### 22.9.3.2

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

#### 22.9.3.3

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.)



#### 22.9.3.4

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.)

#### 22.9.3.5

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.

#### 22.9.4 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 22.3.1.)

##### 22.9.4.1

An eligible employee's entitlement under Section 22.8.4 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 subsection begins on the first day an employee takes leave to care for the covered service member.

##### 22.9.4.2

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.

## 22.9.5 Pay Status and Benefits

### 22.9.5.1

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 premiums payments, if any.

### 22.9.5.2

Nothing in this Section shall preclude the use of medical or pregnancy disability leave in Section 18.6.1 (Medical/Pregnancy Disability Leave) when the employee is medically incapacitated or disabled. If an employee does not qualify for continued benefits under this Section 22.8 or Section 18.6.1 (Medical/Pregnancy Disability Leave) and the employee wishes to continue benefit coverage, then Section 18.6.2 (Continuation of Health Benefits Coverage) applies.

## 22.9.6 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 22.8.14 identifies accrued paid leave which an employee may be required to use concurrently with unpaid family care and medical leave.

## 22.9.7 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.

## 22.9.8 Notice to the County

### 22.9.8.1

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.

#### 22.9.8.2

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.

#### 22.9.8.3

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.

### 22.9.9 Medical Certification

#### 22.9.9.1

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.

#### 22.9.9.2

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.

#### 22.9.9.3

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.

#### 22.9.9.4

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.

22.9.10 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.

22.9.11 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.

22.9.12 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.

22.9.13 Leaves of Absence without Pay Usage Reference Table

Employees in regular, allocated positions 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 or for an employee's family member to undergo medical or dental treatment or examination.	Yes. You may keep 40 hrs.	No	No	

MOU Section	Sick	Vacation	CTO	Comment
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. Up to 48 hours. (You may keep 40 hrs.)	Yes	Yes	You may keep 40 hours in any combination of Vacation & CTO
Non-sick FMLA/CFRA** qualifying event (e.g., child bonding leave*)	No	No	No	
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)

#### 22.9.14

This Section 22.9 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 (22.9) provided it is consistent with the applicable provisions of the Sonoma County Civil Service Rules, County leave policies, and other provisions of this memorandum.

### 22.10 Paid Parental Leave

#### 22.10.1 Eligibility

Effective 10/1/18, for eligible events that occur on or after Board adoption of this MOU, 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) to use within 12 months of the following eligible 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.

#### 22.10.2 Benefit and Use

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

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

PPL is based on the employee's base hourly wage plus cash allowance. It is considered "paid status" for the purpose 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 as 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 department's operational needs when working a reduced work schedule.

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

#### 22.10.3 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 employee 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. Scheduling of non-CFRA protected PPL is subject to department approval. PPL does not need to be used when an employee is

on leave for reasons other than bonding. To the extent CFRA leave is available, it will run concurrently with PPL.

#### 22.10.4 Program Review Process

County and DSA Representatives will meet to discuss any unanticipated issues that arise, including administrative and legal issues.

### **ARTICLE 23: 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 with whom the employee has a relationship of in loco parentis, or 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 24: 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 25: 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 26: 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 pay status during each absence. All benefits which, under the provisions of the Memorandum, accrue to employees who are in pay status shall continue to accrue during such absence. A break in service is defined as occurring upon resignation or termination.

### **ARTICLE 27: 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 28: 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 29: STAFF DEVELOPMENT**

#### **29.1 Staff Development**

The County and Association agree that the County retains full authority to determine training needs, resources that can be made available, and the method of payment for training authorized by the County. Nothing in this subsection shall preclude the right of an employee to request specific training.

#### **29.2 Staff Development and Wellness Benefit Allowance Program**

The Department of Human Resources shall develop, modify, implement and administer administrative/programmatic guidelines to remain in compliance with federal and/or state law, and all County policies and procedures, based on the County's Staff Development Benefit Allowance Program Administrative Manual

Full-time and part-time (0.40 FTE and above) employees in regular allocated positions are eligible for the Staff Development and Wellness Benefit Allowance.



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

29.2.1 Staff Development and Wellness Benefit Allowance – Amounts

As specified in the chart below, full-time and part-time eligible employees shall be entitled to the following annual benefit amounts:

Bargaining Unit	Full time Allowance	Part time Allowance
Non-supervisory (0046)	\$750	\$375
Supervisory (0047)	\$890	\$445

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 Administrative Manual and may be taxable pursuant to the Internal Revenue Code.

A maximum of 50% of the annual Staff Development and Wellness Benefit Allowance may be applied to the purchase of a laptop or personal computer, in accordance with the County's Staff Development Benefit Allowance Program Administrative Manual. Taxability of this benefit allowance is strictly administered under the provisions of the Internal Revenue Code, as outlined in the County's Staff Development Benefit Allowance Program Administrative Manual.

29.3 In-Service Training

The County shall make every effort to provide a program of in-service training for employees in the bargaining unit designed to maintain a high standard of performance and to increase the skills of employees in the bargaining unit. Training courses to be attended shall have a direct bearing on the work of the employee. Attendance at training courses may be authorized by the department head. Decisions by department heads on requests by employees should be based on the following criteria: the effect the absence of the employee will have on the department's operations and its ability to continue to provide the services and perform the functions for which it is responsible; the relationship of the subject of the program, seminar, conference or workshop to the function performed by the

employee and the department, and the employee's professional development; and the method of financing requested by the employee.

#### 29.3.1 Payment – In-Service Training

There are three ways the expenses of the program might be paid:

##### BY THE COUNTY:

Expenditures for travel, meals, lodging, registration and other items included annually within the department budget.

##### BY OTHER PUBLIC OR PRIVATE AGENCIES:

Occasionally, employees receive approval for their expenditures to be paid by grants from the State or Federal governments, from private organizations or from professional organizations.

##### BY THE INDIVIDUAL EMPLOYEE:

Occasionally, the departmental budget may not permit expenditures for certain in-service training to be paid by the County. The employee may feel that the training would be of benefit to the employee's professional development, and therefore, would be willing to pay the expenses in whole or in part from their Staff Development and Wellness Reimbursement Allowance if the employee were permitted time off from work at full salary.

#### 29.4 Physical Fitness

The County and the Association agree to maintain the Physical Fitness/Wellness program for all employees covered by this Memorandum. The total annual maximum Staff Development and Wellness Benefit Allowance allowed under Section 29.2.1 is available for wellness related taxable expenses. Employee enrollment in the physical fitness program shall be voluntary for eligible employees.

An eligible employee may request reimbursement for allowable Physical Fitness/Wellness expenses as defined in the County's Staff Development Benefit Allowance Program Administrative Manual.

DSA represented employees in the Sheriff's Department can contribute \$50 or more from the Staff Development and Wellness benefit allowance to share voluntarily in the costs of equipment and equipment maintenance for the DSA/DSLEM-sponsored workout rooms located in Sheriff's Department facilities (currently located at the Main office and Sonoma Police Department). These contributed funds are subject to the following requirements:

#### 29.4.1

Contributions from the Staff Development and Wellness benefit must be made by May 15 each year. County funds contributed pursuant to Section 29.4, but not expended in any fiscal year may be reallocated in the subsequent fiscal year up to a maximum total of \$50,000 for all Sheriff's Department workout room sites (currently located at the Main office and Sonoma Police Department). If a third workout room site is added in the future, this total maximum shall be increased by \$15,000. The maximum additional Staff Development and Wellness benefit amount specified in this section applies to all contributions to Sheriff's Department workout room sites by employees in the bargaining units represented by DSA and DSLEM combined.

#### 29.4.2

A joint labor-management committee oversees the equipment purchase and maintenance for all Sheriff's Department workout room sites (currently located at the Main office and Sonoma Police Department). The committee shall include up to two members appointed by DSA, and up to two members appointed by the County.

#### 29.4.3

All equipment becomes the property of the County.

### 29.5 Non-Grievable

Article 29 of this MOU shall not be grievable or appealable under any County Policy, resolution, rule or contract provision.

## **ARTICLE 30: GRIEVANCE PROCEDURE**

### 30.1 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.

### 30.2 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, 8:00 a.m. to 5:00 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 Article 30.2 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 under Article 5 of this Memorandum.

### 30.3 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.

The County agrees to abide by the provisions of the Government Code Section 3300 et seq the Public Safety Officer’s Procedural Bill of Rights and all amendments that may be legislated during the term of this agreement.

### 30.4 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.

### 30.5 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.

### 30.6 First Step

The grievance shall first be discussed on an informal basis by the grievant with the employee’s immediate supervisor within the ten (10) day timeline set forth in Section 30.4. 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.

### 30.7 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.

### 30.8 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.

### 30.9 Third Step Grievance

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

### 30.10 Third Step Response

Within ten (10) days after receiving the completed grievance form, the person occupying the next higher level of supervision together with 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.

### 30.11 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.

### 30.12 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.

### 30.13 Selection of Arbitrator

Following completion of the third step of the grievance procedure, if the grievance is subject to arbitration and remains unresolved, the Association 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. An arbitrator may be selected by mutual agreement of the Association and County.

If the County and the Association are unable to reach a mutual agreement on the selection on an arbitrator within 24 calendar days from the date the request for arbitration is submitted to County Counsel and the Employee Relations Manager the arbitrator next on the list of qualified arbitrators shall be automatically appointed. Once an arbitrator has been appointed and utilized for an arbitration, that arbitrator shall be placed at the bottom of the list. The list of qualified arbitrators is as follows:

- Norman Brand,
- Barry Winograd
- Robert Bergeson.

During the term of this MOU, the parties may agree to add two additional arbitrators to the above list of qualified arbitrators.

Both the Association and the County shall have one preemptory challenge per arbitration. No party shall have more than one preemptory challenge per arbitration. In the event that such a challenge is made, the parties agree that the arbitrator next in order on the panel list shall be appointed.

If a selected arbitrator is not available to schedule dates during the 90 calendar days after the arbitration is assigned, the arbitrator next in order on the panel list shall be appointed. The parties may mutually agree to waive this 90 calendar day time requirement.

If any arbitrator on the panel becomes permanently unavailable, the parties shall mutually agree on a replacement arbitrator for the panel. In the event the parties are unable to reach agreement on a replacement arbitrator, the parties shall submit a request to the California State Conciliation Service for a list of eleven (11) qualified arbitrators. The parties shall select the replacement arbitrator by alternately striking names with the first strike determined by chance.

The moving party shall, within fourteen (14) days of submitting a written request for arbitration, begin the process for selecting an arbitrator and scheduling a hearing date. An extension of the fourteen (14) day timeline must be requested in writing by either party and agreed upon by both parties. Failure to comply with the timelines set forth in this section or other timeline mutually agreed upon by the parties shall immediately terminate the grievance and all rights provided under the grievance procedure.

#### 30.14 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.

#### 30.15 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.

#### 30.16 Binding Decision – Limit on Monetary Award

Any arbitrator's monetary award shall be limited to up to a maximum amount of \$100,000 measured from the initiation date described in Section 30.4.

The arbitrator's award shall be final and binding to the extent permitted by law.

30.17 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.

30.18 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 31: CLASSIFICATION INFORMATION**

31.1 Copies of Classification Studies

For affected employees in the Bargaining Units covered by this Memorandum of Understanding, the County agrees to provide the Association with complete copies of all final classification studies and reports going to the Civil Service Commission at the same time or, if possible, before such agenda reports are sent to the Civil Service Commission.

31.2 Meet and Confer Obligation

Before the Board of Supervisors establishes the salary range for any new class represented by the Association, the County shall offer to meet and confer in good faith without any mediation with the Association for up to 30 calendar days on an appropriate salary range for the new class.

## **ARTICLE 32: LABOR / MANAGEMENT MEETINGS**

32.1 Matters of Mutual Interest

The County and the Association shall meet for consultation purposes on matters of mutual interest which would serve constructive purposes to prevent or eliminate grievances or on matters affecting employee health or safety. Such meetings may be called by the Association President, or designee, and the County's Employee Relations Manager.

"Consultation" shall not be construed as an obligation to "meet and confer" under the Meyers-Milias-Brown Act.



32.2 Written Notice

Written notice of topics for discussions shall be exchanged prior to any such meeting. The meeting shall be scheduled at a time and place mutually convenient to the parties.

32.3 Participation

The number of employees who will participate in the meeting without loss of pay to the extent the meeting occurs during an employee's scheduled duty period shall be reasonably related to the subject being discussed and shall be mutually agreed upon by the County and the Association.

32.4 Joint Training on Memorandum

The parties agree to jointly present informational training on this Memorandum of Understanding to affected supervisors and managers. The details of the training shall be mutually agreed upon by the Association and the County. The parties intend to conduct the training session(s) within 90 days from the date this Memorandum is implemented by the Board of Supervisors.

## **ARTICLE 33: NO STRIKE**

33.1 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.

33.2 Prohibited Activities

Accordingly, the 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.

33.3 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.

33.4 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.

33.5 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 34: FULL UNDERSTANDING, MODIFICATION,  
ACKNOWLEDGMENT**

34.1 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.

34.2 Acknowledgment

Except as otherwise provided in this MOU, 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.

34.3 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 and the County's Employee Relations Policy.

b. Special Issues

If the County's proposal covers one or more of the three matters listed below, the County and the Association agree to meet and confer on matters within the scope of representation in accordance with State and County law and with the provisions as provided in (c) below:

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 in the Sheriff's Patrol Division 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.
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 Sheriff's Detectives to non take-home County vehicles.

c. Procedural Requirements for Section 34.3(b) Issues

The County will provide written notice to the Association describing the proposed change in the matters listed in Section 34.3(b). Upon request of the Association, the County shall provide all relevant information it has pertaining to the proposal as required by the MMBA.

The Association will have up to 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 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 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 proposed matters and all identified impacts within the scope of representation. Unless extended by mutual written agreement of the parties, the pre-impasse period for meeting and conferring pursuant to this Section 34.3 (c) shall be 35 regular County business days from when the

Association was properly notified of the proposal by the County. If an agreement is not reached by the 35th regular County 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 regular County business days, at which time the County shall present an impasse statement including the proposal that it proposes to implement after completion of the post-impasse process required by law and this Section 34.3 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.

Section 34.3 (c) is not subject to the grievance procedure of this agreement (Article 30) 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 34.3 (c) that is adverse to the County shall be limited to ordering the County to comply with the notice and/or time limits specified above.

#### 34.4 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.

#### 34.5 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.

#### 34.6 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.

34.7 Side Letters

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

34.8 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 the parties agree are 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.

34.9 Favored Nation Clause – Reopener

If, during the term of this extension another bargaining unit other than 0049 (Board of Supervisors), 0050 (Administrative Management), and 0052 (Department Heads) receives an increase or improvement in compensation or other economic benefits that is greater than agreed to by DSA, the County agrees to open the MOU and meet and confer with DSA on the subject of compensation.

## **ARTICLE 35: ASSOCIATION SECURITY**

35.1 Maintenance of Membership

All employees who have Association dues deduction authorization on file with the Auditor-Controller-Treasurer-Tax Collector or who may thereafter authorize in writing the deduction of Association dues, shall remain on such payroll deduction. This maintenance of membership required payroll Association dues deduction shall continue for the term of this Memorandum, except that such maintenance of membership required dues deductions shall be voided under any of the following circumstances: when an employee is removed from a classification allocated to the representative bargaining units covered under this Memorandum; consistent with applicable law, if the employee notifies the Auditor-Controller-Treasurer-Tax Collector in writing to cease such dues deductions after August 9, 2013, the expiration date of the memorandum, and a successor agreement has not been concluded which continues this provision and all applicable impasse procedures concerning negotiations for such a successor agreement have been exhausted without an agreement being reached; and at any time an employee and the Association stipulate in writing to the Auditor-Controller-Treasurer-Tax Collector that the employee is not to be subject to further dues deductions under this clause or any other provision

of this Memorandum. The Association agrees to indemnify, defend, hold harmless, and release the County, its officers, agents and employees from any claim, liability or damage arising from this provision.

### 35.2 Agency Shop Service Fee

Any non-supervisory employee in a classification in the non-supervisory bargaining unit covered by this agreement shall, as a condition of continued employment, either:

1. Pay to the Association an agency shop service fee as provided below;  
or
2.
  - a) execute a written declaration that the employee is a member of a bona fide religion, body or sect which holds a conscientious objection to joining or financially supporting any public employee organization as a condition of employment; and
  - b) pay a sum equal to the agency shop service fee (full service fee) described below to a non-religious, non-labor charitable fund exempt from taxation under section 501(c)(3) of the Internal Revenue Code. Proof of such payments shall be made on a monthly basis to the County and the Association as a condition of continued exemption from the requirement of financial support to the Association.

The employee shall have, on a bi-weekly basis, a payroll deduction of the agency shop service fee or charitable contribution. The sum so deducted shall be paid to the Association or applicable charity or deposited into escrow as directed by the Association.

### 35.3 Separation from Unit Exception

The above provisions shall not apply during periods of separation from the eligible bargaining unit by any employee otherwise subject to those provisions but shall reapply to such employee following the return of the employee to the bargaining unit. The term "separation" includes layoffs, transfer out of the covered bargaining unit by request, promotion, demotion, reclassification or for any other lawful reason, and leaves of absence, all of a duration of more than one (1) full pay period, whether paid or unpaid and for any reason, including disability.

### 35.4 Service Fee Choice

Full service fee

Each affected employee shall have the option by affirmative written election and voluntary written waiver of all constitutional objections to pay a full service fee to the Association in an amount equal to the regular periodic dues and general assessments charged to Association members. Said payment shall entitle the full service fee payer to the same rights, level of

benefits and privileges of Association membership except for the right to participate in Association elections and governance of the Association.

#### Basic service fee

Each affected employee who does not affirmatively elect to pay a full service fee to the Association and who does not voluntarily waive all constitutional objections, shall pay a basic service fee to the Association in an amount calculated as described below, but, in no events, in excess of the regular periodic dues and general assessments charged to Association members.

### 35.5 Calculation of Basic Service Fee

a. The basic service fee will be calculated by the Association to fairly value the collective bargaining activities, contract administration and grievance adjustment services provided. The basic service fee shall not be used for any of the following:

1. lobbying or political activity by the Association;
2. payments to affiliates by the Association;
3. social activities for Association members;
4. charitable and philanthropic activities;
5. Insurance and other benefit programs for members and full service fee payers.

b. The basic service fee shall not entitle the payer to the same rights, level of benefits and privileges as Association members or individuals electing to pay a full service fee. The Association shall fairly represent all employees covered by this agreement. However, that duty does not require that basic fee payers obtain the same level of individual representation benefits or other benefits as Association members and full service fee payers. For example, basic service fee payers may not receive legal representation in individual disciplinary actions or civil or criminal actions brought against them as a result of acts or omissions with the course and scope of their employment. Basic fee payers will not be entitled to attorney consultation, retirement, insurance and death benefits provided only to members. The basic service fee will be calculated to fairly charge the represented employee for the representation services provided.

### 35.6 Advance Notice of Agency Shop Service Fee

No agency shop service fee shall be collected from any employee until the first pay period no less than thirty (30) days after the employee has received written notice sent by certified mail from the Association which includes legally adequate information concerning the calculation of the basic service fee, the services provided for a full service fee and basic service fee, a description of a reasonably prompt opportunity to challenge the amount of the basic service fee before an impartial decision-maker, and notice as to how the

employee may elect to pay the full service fee, waive constitutional rights or object to the amount for the basic service fee. An escrow account shall be set up by the Association of any amounts reasonably in dispute while any challenges are pending.

### 35.7 Notice of New Employees

- a. The County shall provide the Association with the names and addresses of all new employees coming into the relevant bargaining units during each subsequent pay period.
- b. The names and addresses provided the Association shall be kept confidential.

### 35.8 Agency Shop Service Fee Collection

To the extent authorized by law, the failure of an obligated employee to pay an agency shop service fee shall be a condition of continued employment and shall be grounds for the Association to file a legal action to collect the fees due subject to the following procedures.

- a. The Association shall notify the employee (a copy to the Human Resources Department and the department head) of non-compliance by certified mail, return receipt requested. Said notice shall detail the non-compliance by explaining that the employee is delinquent in not tendering the agency shop service fee due, specifying the amount of the delinquency, and warning the employee that unless such fees are tendered within thirty (30) calendar days, the Association has the right to file an action to collect the sums due.
- b. If the employee fails to comply, the Association may file a legal action and the County may be notified that the employee has failed to satisfy this condition of employment.
- c. The County shall not incur any cost due to court appearances by County staff, but shall provide a written statement to the Association at their request specifying the employee's agency shop service fee obligations under this agreement.

### 35.9 Indemnification

The Association shall defend, indemnify, hold harmless, release and save the County, its agents and employees, from and against any and all claims, demands, suits, orders, judgments, expenses or other forms of liability arising out of or in connection with this subsection and/or any action taken or not taken by the County and/or the Association under this subsection, including, but not limited to, the collection and procedures for collection of agency shop service fees and the amount of such fees. This section shall



be in addition to any other remedy available to the County under this agreement or provision of law.

35.10 Rescission of Agency Shop Provision

The implementation of the provisions of this subsection shall not prohibit or restrict an election to rescind this provision as provided by section 3502.5 of the California Government Code.

35.11 Recordkeeping and Reporting

The Association shall comply with the financial record-keeping and reporting requirements of Government Code section 3502.5.

35.12 Association's Constitutional Obligations

- a. It is recognized that this agency shop provision affects sensitive and important political speech and association rights of county employees, which are protected by the First Amendment of the U.S. Constitution. In an effort to ensure that these rights are not infringed, this article sets forth procedures and requirements that the Association must, at a minimum, follow. Nothing in this article or any other, however, relieves the Association of taking whatever additional action may legally be required to protect the constitutional rights of employees who are subject to an agency shop service fee under this subsection. The Association also acknowledges that the law in this area is constantly evolving, and therefore, recognizes that it has an ongoing obligation to monitor relevant legal developments, including the case law on this subject, and to adapt its conduct in implementing this article as required. The Association also recognizes that it is foreseeable that the employees subject to the agency shop service fee may suffer damages if this subsection is not carried out in accordance with the First Amendment. For this reason, and others, the County has strongly encouraged and still does strongly encourage the Association to consult with competent legal counsel throughout the term of this contract over the implementation of this subsection.
- b. No employee shall be discriminated against or harassed on the basis of his or her status as a non-member. Reasonable communication regarding the Association and/or Association membership shall not be considered discrimination or harassment under this subsection.

35.13 Violation of Law

If a court finds the implementation of this subsection to be in violation of constitutional law, the Association shall have sixty (60) days to comply with the Court's order or the County may cease the collection of agency shop service fees and not condition continued employment upon the payment of agency shop service fee unless otherwise directed by the court.

## **ARTICLE 36: INVALID SECTIONS**

### **36.1 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.

### **36.2 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 37: SWORN STAFFING**

During the term of this MOU, any and all positions that are currently staffed by Sworn Deputy Sheriffs (including overtime assignments) within the definition of Penal Code Section 830.1(a) shall not be replaced by Correctional staff who qualify for Peace Officer status while on duty under 830.1(c), when it becomes State law. This limitation shall also apply to all new allocated positions that may occur in the area of Court Security and Transportation.

## **ARTICLE 38: DISTRIBUTION OF MEMORANDUM OF UNDERSTANDING AND ENACTMENT**

### **38.1 Distribution**

The County will make available a copy of this Memorandum of Understanding on-line at the County's internet and intranet sites.

### **38.2 Enactment**

The County and the 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





4102	SHERIFF SERGEANT IA INV - INT POST	\$50.12	\$8,716	\$10,595
4103	SHERIFF SERGEANT IA INV - ADV POST	\$51.48	\$8,953	\$10,883
4109	SHERIFF SERGEANT PERS BG	\$46.16	\$8,028	\$9,757
4110	SHERIFF SERGEANT PERS BG - INT POST	\$50.12	\$8,716	\$10,595
4111	SHERIFF SERGEANTGT PERS BG – ADV POST	\$51.48	\$8,953	\$10,883

## APPENDIX B: DEPARTMENTAL GRIEVANCE FORM

(For use <u>only</u> to process a grievance under the Grievance Procedure established by the Board of Supervisors for employees in the Law Enforcement Supervisory and Non-supervisory bargaining units, represented by the Sonoma County Deputy Sheriffs' Association.	
NAME	JOB CLASSIFICATION
DEPARTMENT/DIVISION	
ASSOCIATION	
<b>STEP I</b>  <b>AN INFORMAL DISCUSSION WITH YOUR IMMEDIATE SUPERVISOR.</b>  Before completing the remainder of this form, an informal discussion with your immediate supervisor must take place within ten (10) days from the action causing the grievance.	
SUPERVISOR'S NAME	TITLE
DATE DISCUSSION HELD	DATE OF SUPERVISOR'S RESPONSE
<b>STEP II</b>  <b>IF THE GRIEVANCE WAS NOT RESOLVED AT STEP I, STATE IT IN WRITING AT THIS STEP AND SUBMIT THIS FORM TO YOUR SUPERVISOR, WITHIN <b>FIVE (5)</b> DAYS OF STEP I RESPONSE.</b>	
DESCRIBE GRIEVANCE (If more space is needed, use additional paper.)	
DATE(S) OF INCIDENT(S)	

WRITTEN DEPARTMENTAL POLICY VIOLATED

REQUESTED SOLUTION

EMPLOYEE'S SIGNATURE

DATE

SUPERVISOR'S DECISION

Signature \_\_\_\_\_  
\_\_\_\_\_

Date:

**STEP III**

IF THE GRIEVANCE WAS NOT RESOLVED AT STEP II, THE ASSOCIATION MAY APPEAL THE DECISION TO THE NEXT HIGHER LEVEL OF SUPERVISION (IDENTIFIED BY THE DEPARTMENT HEAD) AND TO THE DEPARTMENT HEAD, WITH A COPY TO THE EMPLOYEE RELATIONS MANAGER WITHIN **SEVEN (7)** DAYS AFTER RECEIPT OF THE WRITTEN RESPONSE AT STEP II. (Section 31.9)

EMPLOYEE'S SIGNATURE

DATE

**DEPARTMENT HEAD'S RESPONSE**

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

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



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