

☆

MEMORANDUM OF UNDERSTANDING

*BETWEEN*

**THE COUNTY OF SONOMA**

*AND*

**DEPUTY SHERIFF'S LAW ENFORCEMENT  
MANAGEMENT UNIT  
(DSLEM)**

August 28, 2018 – March 31, 2019

**Unit 43**

**TABLE OF CONTENTS**

MEMORANDUM OF UNDERSTANDING ..... 1

TABLE OF CONTENTS ..... i

PREAMBLE..... 5

ARTICLE 1: RECOGNITION..... 5

ARTICLE 2: TERM..... 5

ARTICLE 3: DEFINITIONS ..... 6

    3.1 Non-Application ..... 6

    3.2 Definitions ..... 6

ARTICLE 4: SALARIES AND ADMINISTRATION OF THE SALARY SCHEDULE..... 8

    4.1 Salaries ..... 8

    4.2 Salary Upon Appointment ..... 9

    4.3 Consideration Upon Reappointment Or Return..... 9

    4.4 Extra-Help To Permanent Appointment ..... 9

    4.5 Extra-Help To Extra-Help Appointment ..... 10

    4.6 Return Of Extra-Help Employees ..... 10

    4.7 Salary Upon Restoration..... 10

    4.8 Salary Upon Promotion ..... 11

    4.9 Advanced Salary Upon Promotion ..... 11

    4.10 Salary Upon Demotion During Probation (Failed Probation)..... 11

    4.11 Salary Upon Involuntary Demotion..... 12

    4.12 Salary Upon Voluntary Demotion ..... 12

    4.13 Salary Upon Reappointment From Voluntary Demotion ..... 12

    4.14 Salary Upon Transfer..... 12

    4.15 Salary Upon Reallocation of Class ..... 13

    4.16 Salary Upon Reclassification of Position ..... 13

    4.17 Merit Advancement Within Salary Range/Scales..... 13

    4.18 Effective Date Of Merit Increase ..... 14

    4.19 Salary Upon Temporary Promotion..... 14

    4.20 POST Premiums ..... 14

    4.21 Specialty Premium – Town Of Windsor Chief..... 15

    4.22 Specialty Premium – City Of Sonoma..... 15

    4.23 Hourly Cash Allowance..... 15

    4.24 One-Time, Lump Sum, Non-Recurring And Non-Pensionable Payments ..... 15

ARTICLE 5: HEALTH & WELFARE BENEFITS FOR ACTIVE EMPLOYEES ..... 16

    5.1 Active Employee Health Plans ..... 16

5.2	Enrollment In County Offered Health (Medical, Dental, Vision, Life Insurance) Plans .....	17
5.3	Employee Assistance Program .....	19
5.4	Long-Term Disability (LTD).....	20
5.5	Workers' Compensation Claims Disputes .....	20
5.6	Health Benefits – Medical/Pregnancy Disability Leave .....	21
5.7	Salary Enhancement Plans.....	23
5.8	Plan Documents And Other Controlling Documents.....	24
5.9	Health Reimbursement Arrangement (HRA) Contribution .....	24
ARTICLE 6: MEDICAL BENEFITS FOR FUTURE RETIREES.....		25
6.1	Retiree Medical Coverage .....	25
6.2	County Contribution Toward Retiree Medical Costs – Employees Hired Before January 1, 2009.....	25
6.3	County Contribution Toward Retiree Medical Costs – Employees Hired On Or After January 1, 2009 - Effective January 1, 2009.....	26
6.4	Surviving Dependent – County Contribution For Employees Hired Before January 1, 2009 .....	27
6.5	Surviving Dependent – Eligibility to Participate in a County Offered Medical Plan- Employees Hired On Or After January 1, 2009.....	27
6.6	DSA Retiree Medical Trust .....	27
ARTICLE 7: HOURS OF WORK .....		31
7.3	Compensatory Time .....	31
ARTICLE 8: DEFERRED COMPENSATION .....		32
ARTICLE 9: DIRECT DEPOSIT .....		32
9.2	Mail Deposit – Dues And AFLAC Premiums .....	32
9.3	Mailing RMT Contributions .....	33
ARTICLE 10: PERSONAL PROPERTY REIMBURSEMENT .....		33
ARTICLE 11: STAFF DEVELOPMENT.....		33
11.1	Staff Development.....	33
11.2	Staff Development and Wellness Benefit Allowance Program .....	33
11.3	In-Service Training.....	35
11.4	Physical Fitness .....	36
11.5	Non-Grievable .....	36
ARTICLE 12: MILEAGE REIMBURSEMENT .....		37
ARTICLE 13 - UNIFORMS AND EQUIPMENT.....		37
13.1	Uniforms.....	37
13.2	Equipment.....	37
13.3	Use Of Uniforms And Equipment .....	37
ARTICLE 14: HOLIDAYS.....		37

14.1	Holidays – Paid.....	37
14.2	Holidays – Scheduled .....	38
14.3	Floating Holiday .....	38
14.4	Holiday – Day Observed .....	38
14.5	Holiday – Compensation .....	39
14.8	Holiday – Part-Time Employees.....	39
ARTICLE 15: VACATION .....		40
15.1	Vacation Accrual .....	40
15.2	Vacation Accrual – Part Time Employees.....	40
15.3	Vacation Accrual – Rates .....	40
ARTICLE 16: SICK LEAVE.....		41
16.1	Sick Leave Accrual.....	41
16.2	Sick Leave Use .....	41
16.3	Sick Leave – Documentation.....	43
16.4	Restoration of Accrued Sick Leave .....	44
16.5	Sick Leave Conversion At Regular Retirement.....	44
16.6	Sick Leave – Payoff At Regular Retirement.....	45
16.7	Sick Leave – Distribution At Layoff Or Non-Duty Related Death .....	45
16.8	Sick Leave Distribution At Disability Retirement Or Duty Related Death .....	45
16.9	Family Care & Medical Leave Under FMLA and CFRA .....	45
ARTICLE 17: COMPASSIONATE LEAVE.....		52
ARTICLE 18: COURT LEAVE .....		52
ARTICLE 19: JURY DUTY .....		53
ARTICLE 20: VOTING.....		53
ARTICLE 21: SABBATICAL LEAVE .....		53
ARTICLE 22: DISASTER LEAVE .....		54
ARTICLE 23: EMPLOYMENT IN MORE THAN ONE POSITION .....		54
ARTICLE 24: EMPLOYEE ASSISTANCE PROGRAM .....		55
ARTICLE 25: ANNUAL PHYSICAL.....		55
ARTICLE 26: RETIREMENT.....		55
26.1	Safety Employees Hired Before January 1, 2013 (3% At 50 Enhanced Safety Retirement Program) .....	55
26.2	New Retirement Tier For Safety Employees Hired On Or After January 1, 2013 ....	57
26.3	Retirement – Credit For Prior Public Service .....	58
ARTICLE 27: GRIEVANCE PROCEDURE .....		58
ARTICLE 28: MANAGEMENT RIGHTS.....		58
ARTICLE 29: UNLAWFUL DISCRIMINATION.....		59

ARTICLE 30: ASSOCIATION .....	59
30.1    Paid Leave “Pool” .....	59
ARTICLE 31: NO STRIKE .....	60
ARTICLE 32: FULL UNDERSTANDING, MODIFICATION, WAIVER .....	61
32.3    Exceptions To Waiver Clause .....	61
32.7    Incorporate Side Letters Into MOU .....	62
32.8    Health And Welfare Benefits Health Care Reform Compliance Reopener .....	62
32.9    Favored Nation Clause – Reopener .....	62
ARTICLE 33: INVALID SECTIONS .....	63
ARTICLE 34: BILINGUAL PAY .....	63
34.3    Daily Assignment .....	63
ARTICLE 35: DISTRIBUTION OF MEMORANDUM OF UNDERSTANDING AND ENACTMENT .....	64
APPENDIX A SALARY TABLE.....	66
INDEX.....	67

**MEMORANDUM OF UNDERSTANDING  
BETWEEN THE COUNTY OF SONOMA  
AND  
SWORN LAW ENFORCEMENT MANAGEMENT UNIT (DSLEM)  
2018-2019**

**PREAMBLE**

This Memorandum of Understanding between the duly appointed representatives of Sonoma County, hereinafter referred to as “County”, and Deputy Sheriff’s Law Enforcement Management, 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. The parties jointly agree to recommend to the County Board of Supervisors that the Board of Supervisors adopt a resolution implementing this Memorandum and that this Memorandum be effective upon adoption, unless otherwise stated. This Memorandum of Understanding shall apply only to those classifications within the bargaining unit listed under Article 1 – Recognition.

**ARTICLE 1: RECOGNITION**

The County recognizes the Association as the sole recognized bargaining representative for the Deputy Sheriff’s Law Enforcement Management Unit, unit 43. The bargaining unit shall consist of all full-time and part-time employees in the following classifications:

<u>Class Name</u>	<u>Class #</u>
Sheriff’s Lieutenant	4114
Sheriff’s Captain	4120
Assistant Sheriff	4124

**ARTICLE 2: TERM**

2.1 The following Articles shall constitute the wages, hours and other terms and conditions for employees in bargaining units listed in Article 1 of this Memorandum. The parties agree that all changes contained herein shall become effective on upon Board adoption, on August 28, 2018, unless otherwise specified. This Memorandum shall expire and otherwise be fully terminated at 11:59 P.M. on, March 31, 2019.

2.2 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 3: DEFINITIONS**

#### 3.1 Non-Application

None of the following definitions are intended to apply in the administration of the County Employee's Retirement Law of 1937 or to the County's Civil Service Ordinance nor the Rules of 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 base 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 units 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 his/her designees.

**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

**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.



**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 shall be used by the department head to determine the employee's fitness for permanent status in accordance with the Civil Service Rules.

**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 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.

#### **ARTICLE 4: SALARIES AND ADMINISTRATION OF THE SALARY SCHEDULE**

##### **4.1 Salaries**

- a. Salary range/scale 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 (3.0%) the A Step of each Civil Service job class range/scale in the Salary Table specified in Appendix A and attached to this Agreement.
- 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 unit 0043 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 order to conclude there is sufficient market data.

#### 4.2 Salary Upon Appointment

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.

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.

#### 4.3 Consideration Upon Reappointment Or Return

A full-time or part-time employee who resigns in good standing and is reappointed on a full-time or part-time or extra-help basis in the same, or a closely related class in the same or a lower salary range/scale, within two years of resignation shall not be paid less than two steps below the step paid at the time of resignation. Approval of the County is required only if the person is rehired at a step which exceeds the step paid at the time of resignation. A full-time or part-time employee who resigns in good standing and, within one month of the date of resignation, is appointed to an extra-help job in any unrelated class may, with approval of the department head, receive the salary step rate which is closest to but does not exceed the step rate received upon resignation.

#### 4.4 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 in

the appropriate salary range/scale which is nearest in amount to that of the step received in the classification in which the employee was extra-help. Employment at a higher salary step not to exceed the maximum of the range/scale may be authorized upon recommendation of the department head and approval of the County.

#### 4.5 Extra-Help To Extra-Help Appointment

An extra-help employee who is appointed to another extra-help job in the same class or in another class to which the same salary range/scale is applicable, shall continue to receive the same salary step.

An extra-help employee who was employed in one class and who, without a break in service, is appointed as an extra-help employee, to a different class at a lower salary range/scale, shall receive the salary rate step in the lower range/scale which is closest to, but not exceeding, the rate paid in the former range/scale. This provision does not apply to extra-help employment in more than one extra-help position.

#### 4.6 Return Of Extra-Help Employees

When an extra-help employee returns within one year from the date of termination to a classification which the employee previously occupied, the employee shall receive the same step of the range/scale as the employee received upon separation. 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 a merit increase.

#### 4.7 Salary Upon Restoration

Any full-time or part-time employee displaced, laid off, or voluntarily demoted in lieu of layoff and reappointed within two years from date of layoff 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 same step in the salary range/scale as the employee was paid at the time of displacement, layoff, or voluntary demotion, or the step of the range/scale which is closest to but not exceeding the rate the employee is currently being paid as a County employee, whichever is greater. Such employee shall be considered for a merit increase when the employee's total hours in pay status before and after separation and restoration equal the number of hours required for a merit increase.

#### 4.8 Salary Upon Promotion

Except as otherwise provided herein, any full or part-time employee who is promoted to a position or 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 4.18.

#### 4.9 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 does not exceed the top of the range/scale.

#### 4.10 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.

#### 4.11 Salary Upon Involuntary Demotion

A full or part-time employee, to whom the circumstances described in Article 4.10 above do not apply, who is demoted involuntarily to a position of 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.

#### 4.12 Salary Upon Voluntary Demotion

A full or part-time employee, to whom the circumstances described in Article 4.10 above do not apply, who is demoted voluntarily or who displaces 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.

#### 4.13 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.

#### 4.14 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 as defined in the Civil Service Rules, 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.

#### 4.15 Salary Upon Reallocation of Class

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

#### 4.16 Salary Upon Reclassification of Position

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 in accordance with Civil Service Rules.

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 by this section upon promotion, if the incumbent is appointed to fill the position in accordance with Civil Service Rules.

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 this section upon voluntary demotion, if the incumbent is appointed to fill the position in accordance with Civil Service Rules. Whenever the effect of reclassification is to reduce the salary of an incumbent appointed to the position, 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, until a percentage increase in pay may be authorized, or as otherwise agreed to by the affected employee and the department head, with the approval of the Human Resources Director and the Association, 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.

#### 4.17 Merit Advancement Within Salary Range/Scales

Merit increases within a range/scale shall not be automatic. They shall be based upon merit and shall be made only upon written approval by the employee's department head. 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 salary.

Each employee shall be considered for an initial merit increase when the employee's total hours in pay status exclusive of overtime within the current class equals 1,040 hours. Each such employee shall be considered for subsequent merit increases when the employee's total hours in pay status, exclusive of overtime at each step to which advanced, equals 2,080 hours.

#### 4.18 Effective Date Of Merit Increase

All merit increases will be effective on the date that the employee is eligible in accordance with Section 4.17 (Merit Advancement Within Salary Range/Scale).

#### 4.19 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 15 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.

#### 4.20 POST Premiums

Each eligible employee who has been awarded a valid Intermediate or Advanced Certificate issued by the California Commission on Peace Officers' 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 POST Intermediate Certificate shall receive 3.25% of base hourly rate thereafter; 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. 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.

Each Assistant Sheriff who has been awarded an Advanced Certificate issued by the California Commission on Peace Officer's Standards and Training (POST) shall be eligible for POST Premium compensation upon presentation of said certificate to the County. Each eligible Assistant Sheriff who has been awarded a valid Advanced Certificate shall receive three percent (3%) of base

hourly rate thereafter, added to the employee's base hourly rate for all compensation purposes.

The payments set forth in this article 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.

4.21 Specialty Premium – Town Of Windsor Chief

One Sheriff's Lieutenant may be appointed as the Chief for the Town of Windsor. The incumbent will receive a five percent (5%) premium for all hours in pay status. Should the service contract between the County and the Town of Windsor be terminated or revised to discontinue the premium at the discretion of the Town, this premium will be discontinued. There is no guarantee period associated with this specialty premium.

4.22 Specialty Premium – City Of Sonoma

One Sheriff's Lieutenant may be appointed as the Chief for the City of Sonoma. The incumbent will receive a five percent (5%) premium for all hours in pay status. Should the service contract between the County and the City of Sonoma be terminated or revised to discontinue the premium at the discretion of the City, this premium will be discontinued. There is no guarantee period associated with this specialty premium.

4.23 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.

4.24 One-Time, Lump Sum, Non-Recurring And Non-Pensionable Payments

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 \$4,392.00 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 5: HEALTH & WELFARE BENEFITS FOR ACTIVE EMPLOYEES**

### **5.1 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 5.2.6 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
- An unmarried child based on your plan's age limits or a disabled dependent child regardless of age.

5.2 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 Sect. 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).

5.2.1 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, as of June 1 of each coverage year.

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.

5.2.2 County Contribution 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 5.2.6.

### 5.2.3 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)

The County shall contribute to part-time eligible employees on a pro-rated basis, in accordance with Article 5.2.6.

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.

### 5.2.4 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 5.2.6.

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

### 5.2.5 Life Insurance

The County provides to each eligible employee, at no expense to the employee, a basic term life insurance plan equivalent to two (2) times the employee's annual salary computed on the basis of multiplying the biweekly salary in effect at the time of death by 26.089 for an allocated full-time equivalent position of sixty hours or more (.75

FTE or more). Enrollment in basic life insurance is automatic, based on eligibility.

Each eligible and enrolled employee may purchase through payroll deduction, dependent coverage of \$5,000 for each eligible dependent. Benefit provisions are outlined in the Summary Plan Description or Evidence of Coverage.

Eligible employees may purchase supplemental life insurance for themselves at their own expense, upon initial eligibility or during the annual open enrollment periods specified in Section 5.2. The employee may purchase supplemental coverage in increments one times (1X) to 4 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.

#### 5.2.6 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, plus eligible unpaid leaves as required by law such as FMLA and CFRA. 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.

#### 5.3 Employee Assistance Program

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

#### 5.4 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 additional premium cost will be paid by the employees by payroll deduction on the first payroll of each 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 monthly list of applicants and recipients, including a list of approvals and denials, and a copy of any changes to the LTD policy as the changes occur. In addition, the Association agrees that any separately purchased plan shall comply with the County's Transitional Duty Policy, including a requirement that benefits shall cease should an employee refuse a transitional duty assignment.

##### 5.4.1 Claims Disputes Over LTD

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

#### 5.5 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.

##### 5.5.1 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.

#### 5.6 Health Benefits – 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 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 5.6 (Medical/Pregnancy Disability Leave). If the employee returns to medical or pregnancy disability leave without pay for the same condition, the thirteen (13) pay period time frame will continue where it left off and will be reduced only for those pay periods when the employee’s pay status hours fall below fifty percent (50%) of the allocated full-time equivalent.

The County’s thirteen (13) pay period 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%) of the 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.

5.6.1 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 not less than 50% of the employee's regular schedule in a pay period, the County will continue to pay its normal benefit contributions.

5.6.2 Continuation Of Health Benefits Coverage

An employee, who is entitled to continued benefit coverage as specified in Article 5.6 (Medical, Dental, & Vision Benefits- LWOP or Unpaid\_Absence) or 5.6.1 (Health Benefits-Medical/Pregnancy Disability Leave), 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.

#### 5.6.3 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 5.2.6. 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 5.4 (Long-Term Disability).

#### 5.6.4 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.

### 5.7 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 27 (Grievance Procedure) of the Memorandum.

### 5.8 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.

### 5.9 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 outlined the eligibility provisions of this plan pursuant to current IRS regulations and the County makes no representations or warranties in regard to the tax treatment of the HRA, including whether any portion of the HRA is taxable by the Internal Revenue Service or the Franchise Tax Board.

## **ARTICLE 6: MEDICAL BENEFITS FOR FUTURE RETIREES**

### **6.1 Retiree Medical Coverage**

Eligible retiree 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.

### **6.2 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:

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. 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 Article 6.2 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 6.3 (County Contribution toward Retiree Medical Plans - Employees Hired On or After January 1, 2009 - Effective January 1, 2009).

### 6.3 County Contribution Toward Retiree Medical Costs – Employees Hired On Or After January 1, 2009 - Effective January 1, 2009

#### A. Eligibility

1. An employee must have been a contributing member (or a contribution was made on their behalf) of the Sonoma County Employees' Retirement Association (SCERA) for the eligibility period described below.
2. Regular full-time employees and part-time employees in an allocated position of 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 contribution.
4. Laid-Off & Restored Employees.

Employees who were employed by the County on or after January 1, 2009, but who were laid off thereafter shall be eligible for the benefits described in this Article 6.3 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.

5. All previous 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 the County by the Association of the tax-exempt status and that the transfer of such balances complies with IRS regulations.

#### 6.4 Surviving Dependent – County Contribution For Employees Hired Before January 1, 2009

Upon the death of a retiree, , the County will continue to pay the County's contribution as described in Article 6.6.1.B as follows:

One eligible surviving dependent as described in section 6.1, will continue to receive the County's DSA-RMT contribution if the surviving dependent was:

- (1) 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,

#### 6.5 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 6.3), 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).

#### 6.6 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 the 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 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..

6.6.1 Contributions To The DSA Trust

In accordance with the terms of Article 6 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 DSLEM 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 adoption of the MOU extension by the Board of Supervisors, employees hired before January 1, 2009 who meet the eligibility requirements outlined in Section 6.2.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 6.3.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 their 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.

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 Unit 43 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 6.6.1.B is not grievable under the MOU.

#### 6.6.2 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 Unit 43 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.

- 6.6.3 For bargaining unit members hired on or after January 1, 2009, the County contributions to the DSA RMT as described in Article 6.6.1.A and 6.6.1.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 6.2, combined with the County contributions to the DSA RMT as described Article 6.6.A and Article 6.6.1.B, constitute the County's entire obligation towards medical benefits upon retirement and the parties agree that no other retiree medical benefits exist, including Medicare Part B reimbursement.

- 6.6.4 The Association is solely responsible for obtaining any necessary IRS approvals, and represent 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 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 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.

- 6.6.5 In consideration for the benefits provided in Article 6.6, 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.

6.6.6 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 DSLEM with IRS regulation compliance.

6.6.7 Legal Compliance Review: In implementing the obligations set forth in in[AI] section 6.6.1, 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 7: HOURS OF WORK**

7.1 Employees in this bargaining unit shall work any and all hours necessary in the performance of their duties without regard to fixed schedules or set hours of work.

7.2 Under no circumstances will employees in this bargaining unit receive compensation for overtime worked. Nor, shall employees be eligible to receive or accumulate compensatory time except as may be directly provided for in this Memorandum of Understanding.

### 7.3 Compensatory Time

Represented employees may accrue up to a maximum of 80 hours of compensatory time off. Employees 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. Upon separation, a represented employee will receive a “cash out” for all compensatory time that has been accrued.

### **ARTICLE 8: DEFERRED COMPENSATION**

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

Nothing herein renders County liable to Association or any employee for a discontinuance of Internal Revenue Service or Franchise Tax Board approval of any County deferred compensation plan or portion thereof.

- 8.2 The County agrees to deposit into the deferred compensation account of each employee in the bargaining unit four and one-half percent (4.5%) of the employee’s biweekly gross salary.

In order to receive this benefit, the employee must be in pay status for at least 50% of the employee’s regular work schedule during the pay period for which the deposit is made and continue to be eligible for remaining in the Deferred Compensation Program.

- 8.3 Beginning with the first pay date in February, 2003, represented employees who receive deferred County-paid 401 (A) Plan benefits will pay seventy-five cents (\$.75) each pay period.

### **ARTICLE 9: DIRECT DEPOSIT**

- 9.1 The County will deposit participating employees’ 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.

- 9.2 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 9.2 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.

### 9.3 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 6.6.1. 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 9.3 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 10: 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 prostheses of an employee, such as eyeglasses, hearing aids, dentures, watches, or articles of clothing necessarily worn or carried by the employee when any such items are lost or damaged in the line of duty without negligence by employee. If the items are damaged beyond repair, the actual value of such items may be paid. The value of such items shall be determined as of the time of the loss thereof or damage thereto in accordance with the Personal Property Claims Guide as provided by Board of Supervisors Resolution No. 56420, dated January 18, 1977.

## **ARTICLE 11: STAFF DEVELOPMENT**

### 11.1 Staff Development

The County and the 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.

### 11.2 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 Benefit Allowance.

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

11.2.1 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
Management (0043)	\$1200	\$800
Asst. Sheriffs (0043)	\$1400	N/A

Total funds per fiscal year can be used for Staff Development and/or Wellness expenditures. Funds may not be carried over into next fiscal year. Use of funds is subject to approval and provisions of the Staff Development Benefit Allowance Program Administrative Manual and may be taxable pursuant to the Internal Revenue Code.

Computer Hardware, Equipment and Mobile Devices

Staff Development and Wellness Benefit Allowances may be used towards reimbursement for the purchase of computer hardware devices as defined in the County’s Staff Development and Wellness Benefit Allowance Program Administrative Manual, as well as other computer hardware, equipment and mobile devices. Monthly service charges for internet and mobile communication connections are not reimbursable under this program. The use and approval of all computer hardware, equipment and mobile devices is subject to review by the department head (or may be delegated to a senior manager only) and is subject to the specific job requirements for each job classification in that department. All computer hardware, equipment and mobile devices must be directly job related, must be used for County business a minimum of 50% of their use and requires department head (or senior manager designee) authorization in order to qualify for reimbursement. Department head authorization for the use of this benefit towards reimbursements for computer hardware, equipment

and mobile devices must be outlined and approved in the employees' annual Professional Development Plan document and will be considered together with other staff development training and educational priorities required by the department head.

### 11.3 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.

#### 11.3.1 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 Benefit Allowance if the employee were permitted time off from work at full salary.

#### 11.4 Physical Fitness

The total annual maximum Staff Development and Wellness Benefit Allowance allowed under Section 11.2.1 is available for wellness related taxable expenses and for use towards a physical fitness/wellness program. Employee enrollment in any physical fitness/wellness program shall be voluntary.

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

DSLEM represented employees in the Sheriff's Office 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 Sheriffs' Office facilities (currently located at the Main office and Sonoma Police Department). These contributed funds are subject to the following requirements:

11.4.1 Contributions from the Staff Development and Wellness benefit must be made by May 15 each year. County funds contributed pursuant to Section 11.4, 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 Office 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 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 Office workout room sites by employees in the bargaining units represented by the Deputy Sheriffs' Association (DSA) and the Deputy Sheriffs Law Enforcement Management Association (DSLEM) combined.

11.4.2 A joint labor-management committee made up of two members appointed by the County and two members appointed by the Deputy Sheriffs' Association oversees the equipment purchase and maintenance. All equipment becomes the property of the County.

#### 11.5 Non-Grievable

Article 11 of this MOU shall not be grievable or appealable under any County policy, resolution, rule, or contract provision.

## **ARTICLE 12: MILEAGE REIMBURSEMENT**

An employee who is authorized and does provide a motor vehicle for travel required in the performance of official duty shall be reimbursed at the standard IRS mileage rate per each mile driven.

## **ARTICLE 13 - UNIFORMS AND EQUIPMENT**

### **13.1 Uniforms**

Each Sheriff's office employee covered by this Memorandum of Understanding shall be assigned a full complement of uniforms that meet the specifications prescribed by the County. Each employee who is required by the Sheriff 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 as a condition of employment. Employees assigned to duties requiring the wearing of 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.

### **13.2 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.

### **13.3 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 14: HOLIDAYS**

### **14.1 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.

#### 14.2 Holidays – Scheduled

Scheduled holidays through the term of this Memorandum shall be as follows:

- (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 4<sup>th</sup>\*
- (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

#### 14.3 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.

#### 14.4 Holiday – Day Observed

If a date specific holiday listed in 14.2 falls on a Saturday, the preceding Friday shall be the County observed holiday. If a date specific holiday listed in 14.2 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 Articles 14.2.

14.5 Holiday – Compensation

For the purpose of this Article 14, holiday pay is defined as eight hours of pay or compensatory time at the employee's base hourly rate, excluding shift differential, premium pays, or other specialty pays as may be authorized by this Memorandum of Understanding. This holiday benefit shall be reduced proportionally by any unpaid time in the pay period in which the holiday falls.

14.6 A full-time employee whose assigned work schedule does not include either the date specific holiday or the observed holiday, shall observe the holiday (and not work) on one of the employee's regularly scheduled work days during the same pay period as the County observed holiday or during the pay period immediately preceding or following the same pay period as the County observed holiday.

14.7 An employee who must occupy a fixed-post position that requires staffing 24 hours a day, seven days a week, 365 days per year who is required to work on an observed holiday (Article 14.2) and such employee actually works on that observed holiday, shall receive the employee's regular pay for that work day plus eight (8) hours of compensatory time to be taken off at a future date mutually agreeable to the employee and the employee's supervisor. A part-time employee whose regular and assigned work schedule requires the employee to work on an observed holiday (Articles 14.2) and such part-time employee actually works on that observed holiday shall receive the employee's regular pay for that work day plus the appropriate proration of compensatory time to be taken off at a future date mutually agreeable to the employee and the employee's supervisor. If a full-time or part-time employee whose regular and assigned work schedule would require the employee to work on an observed holiday, but the employee is authorized to be off-duty on that day, then such employee shall be paid eight (8) hours holiday pay or the appropriate proration for a part-time employee; in the case of a 4/10 employee, the employee would also be paid for two (2) hours of sick leave, if authorized, or two (2) hours of vacation or compensatory time, if authorized. A part-time employee in this same circumstance would receive the appropriate proration of sick leave, vacation or compensatory time as appropriate.

14.8 Holiday – Part-Time Employees

Any part-time employee shall, for each holiday in the pay period, receive holiday pay or compensatory time off equivalent to 1/10 of an 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) exceeds 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). This holiday pay shall not exceed eight (8) hours for each holiday.

**ARTICLE 15: VACATION**

15.1 Vacation Accrual

Each represented management employee in this unit shall accrue vacation at the rate specified in the table in Article 15.3. The rate of accrual of vacation shall include the equivalent of 56 annual hours of administrative leave available to Law Enforcement Management employees. Each such employee may use vacation leave with full pay providing that the maximum accumulation of such unused leave shall be equivalent to his/her accrual for fifty-two (52) pay periods at his/her current rate of accrual.

15.2 Vacation Accrual – Part Time Employees

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

15.3 Vacation Accrual – Rates

Each employee who has completed the following in-service hours of completed service shall accrue vacation leave at the appropriate rate shown below. Rates shown below will be adjusted to reflect any unpaid time in each pay period.

<u>YEARS OF COMPLETED FULL-TIME SERVICE</u>	<u>IN-SERVICE HOURS OF COMPLETED SERVICE</u>	<u>RATE FOR 80 IN-SERVICE HOURS</u>	<u>MAXIMUM ACCUMULATED HOURS</u>
0 through 2	0 to 4,173	5.64	500
2 through 5	4,174 to 10,434	6.25	500
5 through 10	10,435 to 20,870	7.32	500
10 through 15	20,871 to 31,305	8.55	500
15 through 20	31,306 to 41,741	9.16	500
20 through 25	41,742 to 52,177	9.77	500
25 or greater	52,178 or more	10.08	500

## ARTICLE 16: SICK LEAVE

### 16.1 Sick Leave Accrual

Each full-time employee in a regular, allocated position shall accrue and accumulate sick leave with full pay at the rate of 3.680 hours for each completed eighty hour (80) paid in-service hours. In-service hours include all hours in pay status excluding overtime. This 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.

### 16.2 Sick Leave Use

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

#### 16.2.1 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 16.2.1, "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 16.2.1(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 16.2.1 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 16.3 Sick Leave Documentation.

#### 16.2.2 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, or spouse or domestic partner of an employee, 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 parent of an employee or spouse is incapacitated by illness or injury and it is necessary for the employee to care for such child, stepchild, spouse, parent, 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 article is defined as a biological, foster or adoptive parent, step-parent, legal guardian or other person who stood in place of a parent to the employee when the employee was a child. A biological 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 16.9 Family Care and Medical Leave.

### 16.3 Sick Leave – Documentation

#### 16.3.1 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.)

16.3.2 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.

16.3.3 Subsequent Hours:

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

16.3.4 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.

16.4 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.

16.5 Sick Leave Conversion At Regular Retirement

Each employee who separates from County service on regular, non-disability retirement shall convert one hundred percent (100%) of unused sick leave

remaining to each employee's credit at the time of retirement to retirement service credit as provided by Government Code Section 31641.03.

16.6 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 16.5 (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.

16.7 Sick Leave – Distribution At Layoff Or Non-Duty Related Death

The County shall pay each employee who separates from County service by death 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.

16.8 Sick Leave Distribution At Disability Retirement Or Duty Related Death

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

16.9 Family Care & Medical Leave Under FMLA and CFRA

16.9.1 Each eligible employee is entitled to Family Leave as provided by the Family and Medical Leave Act (FMLA) and the California Family Rights Act (CFRA), as amended. The FMLA and CFRA leaves run concurrently as provided by law.

16.9.2 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 12 months, which need not be consecutive, and have actually worked at least 1,250 hours during the 12 month period immediately preceding the commencement of the leave. .

### 16.9.3 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:

- 16.9.3.1 The birth of a child and to care for the newborn child (FMLA and CFRA);
- 16.9.3.2 The placement with the employee of a child for adoption or foster care and care for the newly placed child (FMLA and CFRA);
- 16.9.3.3 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.)
- 16.9.3.4 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.)
- 16.9.3.5 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.

### 16.9.4 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 16 .3.1.)

16.9.4.1 An eligible employee’s entitlement under Section 16.8.4 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 begins on the first day an employee takes leave to care for the covered service member.

16.9.4.2 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.

16.9.5 Pay Status And Benefits

16.9.5.1 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.

16.9.5.2 Nothing in this Section shall preclude the use of medical or pregnancy disability leave in Section 5.6.1 (Medical/Pregnancy Disability Leave) when the employee is medically incapacitated or disabled. If an employee does not qualify for continued benefits under this Section 16.9 or Section 5.6.1 (Medical/Pregnancy Disability Leave) and the employee wishes to continue benefit coverage, then Section 5.6.2 (Continuation of Health Benefits Coverage) applies.

16.9.6 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 by the County 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 16.8.14 identifies accrued paid leave which an employee may be required to use concurrently with unpaid family care and medical leave.

#### 16.9.7 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.

#### 16.9.8 Notice To The County

16.9.8.1 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.

16.9.8.2 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.

16.9.8.3 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.

#### 16.9.9 Medical Certification

16.9.9.1 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.

16.9.9.2 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.

16.9.9.3 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.

16.9.9.4 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.

16.9.10 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.

16.9.11 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.

16.9.12 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.

16.9.13 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:

<b>MOU Section</b>	<b>Sick</b>	<b>Vacation</b>	<b>CTO</b>	<b>Comment</b>
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	
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).

16.9.14 This Section 16.9 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 (16.9) provided it is consistent with the applicable provisions of the Sonoma

County Civil Service Rules, County leave policies, and other provisions of this memorandum.

## 16.10 Paid Parental Leave

### 16.10.1 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 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.

### 16.10.2 Benefit and Use

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

PPL is based on a 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.

#### 16.10.3 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, 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 FRA leave is available, it will run concurrently with PPL.

#### 16.10.4 Program Review Process

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

### **ARTICLE 17: 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) days of leave with pay, in the event of death of the employee’s spouse, child, step child, 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 in loco parentis, or the parent 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 16 hours of sick leave may be granted to supplement compassionate leave.

### **ARTICLE 18: COURT LEAVE**

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 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. An employee ordered to appear and who does appear in court or administrative proceeding as a part of his or her assigned duties shall not be eligible for Court Leave. The employee shall be eligible for base hourly pay for all hours spent on such duties which conform to the employee's assigned work schedule.

### **ARTICLE 19: 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 as soon as possible notify his or her supervisor. The employee 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 20: VOTING**

When an employee's actual work schedule prevents the employee from voting in any state-wide general or primary election, then the employee may be granted paid time off duty to vote. However, an employee will be obligated to cast an absentee ballot when the employee knows in advance that work requirements will prevent the employee from voting otherwise.

### **ARTICLE 21: SABBATICAL LEAVE**

21.1 A department head, within his/her sole discretion, may allow a DSA Law Enforcement Management employee a sabbatical leave from the employee's position with the County for a period not to exceed six calendar months. Prior to commencing the leave, the employee must have served the equivalent of seven (7) years of full-time service in pay status in a position or positions designated by the County as Sworn Law Enforcement Management. Each

subsequent sabbatical leave shall require the equivalent of an additional seven years of similar service. Any unpaid absence from work which lasted longer than two full pay periods shall not be counted in the qualifying period.

21.2 A Sworn Law Enforcement Management employee must apply for the sabbatical leave in writing to the employee's department head who shall respond to the request in writing by either approving or disapproving the leave. The decision of the department head is final, non-appealable, and non-grievable under any County policy, resolution or rule or the Grievance Procedure of this Memorandum.

21.3 During the sabbatical leave and notwithstanding any other provision of this Memorandum nor any other County policy, resolution or rule, the employee shall not receive any regular salary or pay; however, the County shall continue to make its normal contributions for the employee's health, dental, vision care, life, long-term disability benefits, and any other such health and welfare benefits as may be granted Sworn Law Enforcement Management employees in the future, as were paid at the commencement of the leave. The employee shall make appropriate payments acceptable to the Auditor-Controller-Treasurer-Tax Collector in order to continue dependent health care coverage during the period of the sabbatical leave. If the employee does not elect to continue dependent coverage, the County shall pay the employee only premiums.

## **ARTICLE 22: DISASTER LEAVE**

Upon approval of the appointing authority, County Employees may donate accrued compensatory time and vacation leave to other County employees who have lost time during a Board of Supervisors' declared state of emergency. Such donated time will not exceed the total amount of time lost by the receiving employee including vacation, compensatory time used and any unpaid leave incurred. Donations must be made no later than 90 days from the last day lost by the employee.

## **ARTICLE 23: 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 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 eighty (80) hours of regularly scheduled work in any one bi-weekly pay period.

## **ARTICLE 24: EMPLOYEE ASSISTANCE PROGRAM**

The County and the Association agree to continue the Employee Assistance Program to assist employees who are experiencing personal problems which the employee believes may be affecting his or her job performance. Employee participation in the Employee Assistance Program shall be voluntary, confidential, and not used for or considered in matters relating to performance evaluations or discipline.

## **ARTICLE 25: ANNUAL PHYSICAL**

- 25.1 Each employee in the Bargaining Unit who has a work schedule of at least 60 hours per pay period shall be eligible to obtain a complete annual medical examination at an occupational health services facility designated by the County. These examinations should be scheduled not much less than one year apart. The cost of the Physical Examination shall be paid for in total by the County of Sonoma.
- 25.2 Employees who work a schedule of less than sixty hours in a pay period shall not be eligible for the Annual Physical.

## **ARTICLE 26: RETIREMENT**

### **26.1 Safety Employees Hired Before January 1, 2013 (3% At 50 Enhanced Safety Retirement Program)**

This Section 26.1 (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:

#### **26.1.1 Final Compensation Based On Single Year**

For purposes of determining a retirement benefit, final compensation for employees covered by this Section 26.1 shall mean the average annual compensation earnable by the member as specified in Government Code Section 31462.1.

#### **26.1.2 3% @ 50 Pension Formula**

The 3% at 50 enhanced retirement program will be available to contributing safety members of SCERA covered by this Section 26.1.

#### **26.1.3 Required Employee Contribution**



SCERA members covered by this Section 26.1 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 DSLEM 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 DSLEM.

26.1.4 Employee Cost Share – 50% of Normal Cost

- a. Effective the first full pay period following March 14, 2017, each active Safety member of the Sonoma County Employees Retirement Association (SCERA) covered by this Section 26.1 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 12.4.4.(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 the first full pay period following March 14, 2017, each active Safety member of the Sonoma County Employees Retirement Association (SCERA) covered by this Section 26.1 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 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 12.4.4.(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 26.1.4 (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.

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

This Section 26.2 (including subsections) applies to safety employees who are contributing members of the SCERA who were hired or on after January 1, 2013 and who do not qualify for pension reciprocity as stated in Government Code Section 7522.02(c).

### 26.2.1 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.

### 26.2.2 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 26.2 who are contributing members of the SCERA.

### 26.2.3 Required Employee Contribution

As required by Government Code Section 7522.04(g), SCERA safety members covered by this Section 26.2 shall pay 50 percent (50%) of

normal costs. In addition, SCERA members covered by this Section 26.2 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 DSLEM. The County and DSLEM agree it is their mutual intent that the aforementioned employee contributions described in this subsection shall cease no later than the end of the twenty (20) year amortization period which began July 2003.

### **26.3 Retirement – Credit For Prior Public Service**

In addition to any other retirement buyback provision, to the extent allowed by law and applicable SCERA rules, employees who are contributing members of the Sonoma County Employees Retirement Association can purchase retirement credit for public service time rendered prior to employment with the County of Sonoma pursuant to Government Code Sections 31641.1 and 31641.2, during the term of this MOU.

## **ARTICLE 27: GRIEVANCE PROCEDURE**

The County and the Association agree that the grievance procedure established for the employees covered by this Memorandum of Understanding shall be the County Grievance Procedure established by the Board of Supervisors' Resolution 74211B on May 10, 1983, or as it may be amended in the future, with the following limitation. Any aspect or "step" of the County Grievance Procedure pertaining to only the Grievance Appeals Committee shall not apply so that a grievant may appeal the decision of department head directly to the Board of Supervisors in accordance with Section 6(h) of the County Grievance Procedure.

## **ARTICLE 28: MANAGEMENT RIGHTS**

- 28.1 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.
- 28.2 The County has, and will continue to retain, exclusive decision making authority on matters not officially and expressly modified by specific provisions of this Memorandum, and such decision making shall not in any way, directly or indirectly, be subject to any grievance procedure.

28.3 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. The County retains its right to assign and place volunteers in accordance with County policy.

### **ARTICLE 29: UNLAWFUL DISCRIMINATION**

Provisions of the Memorandum of Understanding shall be equally applied to all employees in the unit without unlawful discrimination as to age, sex, race, color, national origin, ancestry, religion, physical handicap, medical condition (cancer related), marital status or sexual orientation. The parties agree that the prohibition against sexual discrimination includes sexual harassment. The County and Association shall share the responsibility of the application of this provision. An employee alleging unlawful discrimination may utilize the County's Equal Employment Opportunity Discrimination Complaint Procedure to first seek adjustment of a complaint, but may not use the Grievance Procedure of this Memorandum of Understanding.

### **ARTICLE 30: ASSOCIATION**

#### **30.1 Paid Leave "Pool"**

Upon request, the County will grant Association paid leave to Association management 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 unit 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. The total number of hours of Association paid leave will be 80 hours per fiscal year during the term of this Memorandum and be available for use as a pool of hours, all to be used by Association representatives. 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.

### **ARTICLE 31: NO STRIKE**

- 31.1 A material inducement in 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.
- 31.2 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 immediate and severe discipline up to and including discharge.
- 31.3 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.
- 31.4 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.

- 31.5 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 32: FULL UNDERSTANDING, MODIFICATION, WAIVER**

- 32.1 This Memorandum of Understanding sets forth the full and entire understanding of the parties regarding the matters set forth herein. Any other prior or existing understanding or agreements by the parties, whether formal or informal, regarding any such matters are hereby superseded or terminated in their entirety.
- 32.2 Except as specifically provided herein, it is agreed and understood that the Association voluntarily and unqualifiedly waives its right to and releases the County from any obligation to meet and confer on any subject or matter contained herein. The Association acknowledges that County has fulfilled its obligations under Government Code Section 3505 for fiscal year 2010-2011 except as provided below in Article 32.3.
- 32.3 Exceptions To Waiver Clause

The following subjects on employee working conditions are covered under the meet and discuss guarantees of this Article: vacation scheduling and use; shift transfer; vehicle policy; assignment transfer; meal policy; safety equipment; uniform specifications; and significant changes in the work schedule of a group of employees in a formally designated work unit, division or department (for example, a significant change would be a change from a 4/10 plan to a 5/8 plan or vice versa for all employees in a work unit, division or department). When the County desires to modify a written departmental policy pertaining to one or more of the foregoing working condition subjects, it shall notify the Association in writing of the modification and offer to meet with it and fully discuss in good faith the proposed modification. These meet and discuss procedures are not to be construed as meet and confer obligations under Government Code 3505 or 3504.5. However, the County and the Association shall each consider fully the proposals and positions of the other. During the meet and discuss period, either the County or the Association may request the assistance of a State Mediator. If no agreement is reached by the County and the Association, the County may implement the modification after meeting and discussing in good faith for 30 calendar days from the date the Association received the County’s written notice of proposed modification regardless of the presence or availability of a State Mediator. If the Association agrees with the County’s modification plans or the Association chooses not to respond to the County’s written notice of modification, the County may implement the modification at any time. This Article 32.3 shall not be subject to the Grievance

Procedure of this Memorandum except if the County fails to provide the required 30-day notice of a proposed change. Any ruling under Article 32 shall be limited to ordering the County to comply with this Article 32.3.

32.4 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 parties hereto, unless made and executed in writing by the parties hereto, and if required, approved and implemented by County's Board of Supervisors.

32.5 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.

32.6 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.

32.7 Incorporate Side Letters Into MOU

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.

32.8 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.

32.9 Favored Nation Clause – Reopener

If, during the term of this extension another bargaining unit other than 0049 (Department (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 DSLEM, the County agrees to open the MOU and meet and confer with DSLEM on the subject of compensation.

### **ARTICLE 33: INVALID SECTIONS**

- 33.1 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.
- 33.2 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 34: BILINGUAL PAY**

- 34.1 When a department head designates a Law Enforcement Management position which requires bilingual skills on the average of at least ten percent (10%) of the employee's work time, such an employee in the designated position shall first demonstrate a language proficiency of job-related terminology acceptable to the department head (or designee) and the Director of Human Resources. Thereafter, the employee shall be entitled to the payment of ninety cents (\$0.90) per hour of bilingual pay differential for every hour the person actually worked.
- 34.2 When a department head determines that a designated bilingual employee is no longer utilizing his/her bilingual skills at least ten percent (10%) of the employee's time for three consecutive pay periods, said employee may be removed from the list of designated bilingual employees. Thereafter, the employee will no longer be entitled to receive bilingual premium pay, unless redesignated by the department head at a later date.
- 34.3 Daily Assignment

When: (a) a department head has designated a represented position which requires bilingual skills on the average of at least ten percent (10%) of the employee's work time; (b) an employee has been assigned on an on-going basis to carry out such assignment; and, (c) the employee so assigned becomes absent by virtue of temporary leave such as sick leave, vacation, or compensatory time off, then the department head may assign an employee to carry out the required bilingual duties of the assigned position on a daily



basis. This back-up person, having first demonstrated a proficiency of job-related terminology acceptable to the department head and the Human Resources Director, shall be entitled to the payment of ninety cents (\$0.90) per hour for all hours actually worked in a daily assignment.

**ARTICLE 35: DISTRIBUTION OF MEMORANDUM OF UNDERSTANDING AND ENACTMENT**

- 35.1 Distribution of this Memorandum of Understanding: The County will make available a copy of this Memorandum of Understanding on-line at the County's internet and intranet sites.
- 35.2 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 Supervisors implements it. The below representatives agree to recommend the implementation of this Memorandum of Understanding:

**COUNTY OF SONOMA DSLEM - SWORN LAW  
MANAGEMENT UNIT**

**ENFORCEMENT**

/s/ Jeremie Jenkins  
Jeremie Jenkins

/s/ John Noble  
John Noble

/s/ Richard Bolanos  
Richard Bolanos

/s/ Eddie Engram  
Eddie Engram

(Signed Document on File with Employee Relations)

**APPENDIX A**  
**SALARY TABLE**

A1.1 Employees in classifications in the Sworn Law Enforcement Management bargaining unit shall be paid from the salary ranges shown herein during the term of this multi-year Memorandum of Understanding.

A.1.2 Salary ranges effective December 10, 2013

**UNIT 0043 - LAW ENFORCEMENT MANAGEMENT**  
***EFFECTIVE MARCH 14, 2017***

Job Class #	Job Title	"A" STEP (Hourly)	MINIMUM (Monthly)	MAXIMUM (Monthly)
4124	ASSISTANT SHERIFF	\$74.87	\$13,021	\$15,826
4120	SHERIFFS CAPTAIN	\$64.33	\$10,340	\$12,568
4114	SHERIFFS LIEUTENANT	\$56.20	\$9,774	\$10,980
4115	SHERIFFS LIEUTENANT INT POST	\$57.61	\$10,018	\$12,177
4116	SHERIFFS LIEUTENANT ADV POST	\$59.01	\$10,263	\$12,474
4121	SHERIFFS CAPTAIN INT POST	\$65.94	\$11,468	\$13,940
4122	SHERIFFS CAPTAIN ADV POST	\$67.55	\$11,747	\$14,280
4125	ASSISTANT SHERIFF ADV POST	\$77.12	\$13,412	\$16,301

## INDEX

.Hourly .....	15
2% @ 50 – 2.7% @ 57 Pension Formula .....	59
3% @ 50 Pension Formula .....	57
Active Employee Health Plans .....	16
Advanced Salary Upon Promotion .....	11
Annual Physical.....	56
Association.....	61
Benefit and Use .....	52
Bilingual Pay .....	65
Claims Disputes Over LTD .....	20
COBRA.....	23
Compassionate Leave.....	53
Compensatory Time.....	32
Consideration Upon Reappointment Or Return.....	9
Continuation Of Health Benefits Coverage .....	22
Contributions To The DSA Trust.....	29
Coordination of Benefits & Leaves.....	53
County Contribution Toward Active Employee Medical Benefits.....	18
County Contribution Toward Retiree Medical Costs – Employees Hired Before January 1, 2009 .....	26
County Contribution Toward Retiree Medical Costs – Employees Hired On Or After January 1, 2009 - Effective January 1, 2009.....	27
County Offered Medical Plans(s) .....	17
County’s Response To Leave Request.....	50
Court Leave .....	54
Daily Assignment .....	65
Deferred Compensation.....	32
Definitions .....	6
Dental Benefits.....	18
Direct Deposit.....	33
Disaster Leave.....	55
Distribution Of Memorandum Of Understanding And Enactment .....	65
DSA Retiree Medical Trust .....	28
Effective Date Of Merit Increase .....	14
Eligibility .....	52
Employee Assistance Program.....	20, 56
Employee’s Status On Returning From Leave .....	50
Employment In More Than One Position .....	56
<b>Enrollment In County Offered Health (Medical, Dental, Vision, Life Insurance) Plans .....</b>	<b>17</b>
Equipment .....	38
Exceptions To Waiver Clause.....	63
Extra-Help To Extra-Help Appointment .....	10
Extra-Help To Permanent Appointment .....	10
Family Care & Medical Leave.....	46

Family Care And Medical Leave Entitlement.....	47
Family Care And Medical Leave To Care For A Covered Service member With A Service Injury Or Illness.....	48
Favored Nation Clause.....	64
Final Compensation Based On Single Year.....	56
Final Compensation Based On Three Year Average.....	58
Floating Holiday.....	39
FMLA/CFRA Procedures, Definitions, And Forms.....	51
FMLA/CRA Eligibility.....	46
Full Understanding, Modification, Waiver.....	62
Grievance Procedure.....	60
Health & Welfare Benefits For Active Employees.....	16
Health And Welfare Benefits Health Care Reform Compliance Reopener.....	64
Health Benefits –Medical/Pregnancy Disability Leave.....	21
Health Reimbursement Arrangement (HRA) Contribution.....	25
Holiday – Compensation.....	39
Holiday – Day Observed.....	39
Holiday – Part-Time Employees.....	40
Holidays.....	38
Holidays – Paid.....	38
Holidays – Scheduled.....	38
Hours Of Work.....	32
Incorporate Side Letters Into MOU.....	64
In-Service Training.....	36
Invalid Sections.....	64
Jury Duty.....	54
Leave Accruals Paid Out At Retirement.....	30
Leaves Of Absence Without Pay Usage Reference Table.....	51
Life Insurance.....	19
Long-Term Disability.....	20
Mail Deposit – Dues And AFLAC Premiums.....	33
Mailing RMT Contributions.....	33
Management Rights.....	60
Medical Benefits For Future Retirees.....	25
Medical Certification.....	50
Medical, Dental & Vision Benefits – LWOP Or Unpaid Absence.....	22
Merit Advancement Within Salary Ranges.....	13
Mileage Reimbursement.....	37
New Retirement Tier For Safety Employees Hired On Or After January 1, 2013.....	58
No Strike.....	62
Non-Application.....	6
Non-Grievable.....	37
Notice To The County.....	49
One-Time,.....	16
Paid Parental Leave.....	52
Part-Time Employee – Health Plans.....	19
Part-Time Employees – Health Benefits During Leave Of Absence.....	23
Pay Status And Benefits.....	48
Payment – In-Service Training.....	36

Personal Property Reimbursement.....	34
Physical Fitness.....	36
Plan Documents And Other Controlling Documents.....	24
POST Premiums.....	14
Preamble.....	5
Program Review Process.....	53
Recognition.....	5
Relationship Of Family Care And Medical Leave To Other Leaves.....	49
Relationship To Pregnancy Disability Leave.....	49
Required Employee Contribution.....	57, 59
Retiree Medical Coverage.....	25
Retirement.....	56
Retirement – Credit For Prior Public Service.....	59
Return Of Extra-Help Employees.....	10
Sabbatical Leave.....	55
Safety Employees Hired Before January 1, 2013 (3% At 50 Enhanced Safety Retirement Program).....	56
Salaries.....	8
Salaries And Administration Of The Salary Schedule.....	8
Salary Enhancement Plans.....	24
Salary Table.....	67
Salary Upon Appointment.....	9
Salary Upon Demotion During Probation (Failed Probation).....	11
Salary Upon Involuntary Demotion.....	12
Salary Upon Promotion.....	11
Salary Upon Reallocation of Class.....	13
Salary Upon Reappointment From Voluntary Demotion.....	12
Salary Upon Reclassification of Position.....	13
Salary Upon Restoration.....	10
Salary Upon Temporary Promotion.....	14
Salary Upon Transfer.....	12
Salary Upon Voluntary Demotion.....	12
Sick Leave.....	41
Sick Leave – Distribution At Layoff Or Non-Duty Related Death.....	46
Sick Leave – Documentation.....	44
Sick Leave – Payoff At Regular Retirement.....	46
Sick Leave Accrual.....	41
<b>Sick Leave Conversion At Regular Retirement.....</b>	<b>45</b>
Sick Leave Distribution At Disability Retirement Or Duty Related Death.....	46
Sick Leave Use.....	42
Specialty Premium – City Of Sonoma.....	15
Specialty Premium – Town Of Windsor Chief.....	15
Staff Development.....	34
Staff Development Benefit Allowance – Amounts.....	35
Staff Development Benefit Allowance Program.....	34
Surviving Dependent – County Contribution For Employees Hired Before January 1, 2009.....	27
Surviving Dependent – Eligibility to Participate in a County Offered Medical Plan- Employees Hired On Or After January 1, 2009.....	28

Term.....	5
Uniforms .....	38
Uniforms And Equipment .....	38
Unlawful Discrimination.....	61
Use Of Uniforms And Equipment.....	38
Vacation .....	41
Vacation Accrual.....	41
Vacation Accrual – Part Time Employees .....	41
Vacation Accrual – Rates .....	41
Vision Benefits.....	18
Voting.....	54
Workers’ Compensation Claim Disputes .....	21
Workers’ Compensation Temporary Disability – Supplementing with Paid Leave .....	21