



# **MEMORANDUM OF UNDERSTANDING**

**BETWEEN**

**THE COUNTY OF SONOMA**

**AND THE**

**SONOMA COUNTY PROSECUTORS' ASSOCIATION**

**UNIT 0045**

**DEPUTY DISTRICT ATTORNEY & CHILD SUPPORT ATTORNEY UNIT  
NON-SUPERVISORY**



September 18, 2018 – May 6, 2019

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**MEMORANDUM OF UNDERSTANDING  
BETWEEN THE COUNTY OF SONOMA  
AND THE  
SONOMA COUNTY PROSECUTORS' ASSOCIATION  
DISTRICT ATTORNEY & CHILD SUPPORT ATTORNEY UNIT  
NON-SUPERVISORY**

**ARTICLE 1: PREAMBLE**

This Memorandum of Understanding between the duly appointed representatives of Sonoma County, ("County"), and the Sonoma County Prosecutors' Association, in affiliation with International Brotherhood of Teamsters Local Union No. 856, ("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 the adoption of the Memorandum, which shall be effective on the date approved by the Board of Supervisors. The Memorandum of Understanding shall apply only to those classifications within the bargaining unit listed under Article 2 Recognition.

**ARTICLE 2: RECOGNITION**

Pursuant to the provisions of the Employee Relations Policy of the County of Sonoma and applicable state law, the Association is certified by the County as the representative of all regular full-time and regular part-time employees of the District Attorney's Office and the Department of Child Support Services in the following classifications:

**DISTRICT ATTORNEY'S OFFICE & DEPARTMENT OF CHILD SUPPORT SERVICES  
NON-SUPERVISORY**

Deputy District Attorney I	Child Support Attorney I
Deputy District Attorney II	Child Support Attorney II
Deputy District Attorney III	Child Support Attorney III
Deputy District Attorney IV	Child Support Attorney IV

**ARTICLE 3: TERM OF MEMORANDUM**

This Memorandum of Understanding shall take effect upon approval by the Board of Supervisors, and shall remain in full force and effect, up to and including May 6, 2019. The Memorandum of Understanding shall expire at 11:59 pm on May 6, 2019. Either party shall serve on the other party its written request to commence negotiations for any successor Memorandum of Understanding by December 3, 2018. Negotiations shall commence by January 4, 2019. If neither party notifies the other of its intent to negotiate a successor

Memorandum of Understanding by December 3, 2018 the Agreement shall renew automatically from year to year unless either party notifies the other party in writing, prior to any December 3rd, of any year of its desire to modify or terminate this Memorandum.

#### **ARTICLE 4: MANAGEMENT RIGHTS**

Except as limited in this Memorandum, 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 in addition to and not inconsistent with the specific provisions of this Memorandum; 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; 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 public. The County retains its rights to assign and place volunteers in accordance with County policy as adopted on November 26, 1985. Any changes to the Volunteer Policy will be subject to the meet and confer process

#### **ARTICLE 5: ASSOCIATION RIGHTS**

##### **5.1 Association's Recognized Right To Represent**

The Association and its authorized representatives have the recognized right to represent all members of the District Attorney & Child Support Attorney Non-Supervisory bargaining unit on all matters within the scope of representation. An employee has the right to represent himself or herself in accordance with Government Code 3500 et seq.

##### **5.2 Association Employee Contact**

Subject to approval of the designated Department representative, Association non-employee representatives and Association stewards are permitted to contact a represented employee during the employee's work hours on matters within the scope of representation.

With the approval of the designated Department representative, investigation of grievances or pre-disciplinary investigation may be conducted on an employee's work time. Unless otherwise agreed to by Department, meetings with employees for purposes other than those specified shall be conducted on the employee's own time. The Department shall provide the Association with a written explanation if the Department denies requested Association access to employees under this Section 5.2.

### 5.3 Association Meetings And Meeting Space

Upon Association's request, the County may provide meeting space outside working hours, provided space is available and Association complies with all departmental rules and County policies. Request for use of facilities shall be made in advance to the Department Head, or designee, and will indicate the date, time, and general purpose of the meeting and facilities needed.

Association membership meetings shall normally be held outside normal working hours. Advance permission from the Department Head or designee is required for Association membership meetings held during normal working hours.

### 5.4 Association Bulletin Boards

If requested by the Association, the County will furnish adequate bulletin board space measuring no less than 36 x 48 inches. Bulletin boards shall be located in mutually acceptable areas and shall, when possible, be out of plain view of the public. The County shall install new bulletin boards where the Association and the County agree that they are required, with the Association having the option to supply the bulletin boards or to reimburse the County for the cost of the board(s). All materials posted on the bulletin boards shall be in good taste and strictly impersonal in nature and limited to the legitimate business of the Association. Prior to posting, any material shall be plainly and legibly initialed by an authorized representative of the Association.

### 5.5 Association Employee Lists

Annually, or upon request, the County will provide the Association with a data run of bargaining unit employees showing each employee's name, job classification, employee status, and the employee's home address and social security number. The Human Resources Director and the Association's designated representative may agree to reasonable modifications to the employee information to meet, if possible, the representational needs of the Association. The Association recognizes the legal right of each employee to the employee's privacy and agrees not to use any information obtained pursuant to this Memorandum, or to allow others to use the information, for commercial gain, nor in a manner that would violate those rights. With respect to this promise, the Association agrees to indemnify, defend, and hold harmless the County of Sonoma, its officers, employees, and agents, from any claim, liability, or damage arising from the Association's breach of its duty under this Memorandum.

### 5.6 New Employee Information

The County shall notify new bargaining unit employees that the Association is the recognized employee organization for the employee's classification. Each new employee shall receive a copy of the Association's standard introductory packet, copies of which shall be provided to the Human Resources Department by the Association.

An Association Steward or non-employee representative shall be entitled to contact all newly-hired employees for the purpose of providing the new employee with

information about the Association. These activities shall be conducted on the Association Steward's and the newly-hired employee's own time.

#### 5.7 Association Stewards

The Association may designate Association Stewards among employees represented by the Association to represent and assist individual employees as provided for in this Memorandum. The Association will provide the County's Employee Relations Manager with a current and updated list of Association Stewards.

Duties required by the Association of its Stewards - excepting attendance at formal meetings with the County, meetings with supervisory personnel and aggrieved employees arising out of a pre-disciplinary ("discipline" means oral or written reprimands, suspension without pay, involuntary demotion or discharge) investigation meeting or any meeting under the grievance procedure - shall not interfere with the Association Stewards' or other employees' regular work assignments. Stewards may leave duty or work for purposes of Association representation with the approval of the Steward's supervisor or other authorized Department representative. Department approval will not be capriciously or arbitrarily denied. The Association's request for release time shall not be made capriciously or arbitrarily and time demands on any one employee shall be within reasonable limits.

The Association and the County agree that employee performance evaluation meetings that do not include a discussion of discipline will not create a right for Steward representation or assistance at the meeting.

The County will not take reprisal or discriminate against any Steward for the Steward's protected activities as provided for under this Memorandum.

#### 5.8 Association Business

Upon request from the Association designee, the County agrees to authorize member(s) of the Association release time to attend to Association business related to the County of Sonoma. The Association shall normally request release time four (4) days in advance of the release date. The Association and the County agree that issues will come up where four (4) days advance notification is not possible. The Association will make every effort to notify the County as soon as possible and consider department operations when designating employees for release time in these situations. The Association shall specify in the request whether the time to be used will be paid time or unpaid time.

The Association is authorized a total of 35 hours of paid release time each Fiscal Year. Unpaid release time requested by the Association may be taken as paid time if the employee uses accrued vacation or compensatory time off. The Association shall provide a monthly reporting to the Employee Relations Manager with the names and hours used by Association member(s) during County work hours. In all cases release time will not unreasonably interfere with the Department's operations and the

Association member(s) shall secure permission from the employee’s supervisor before leaving a work assignment.

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

5.9 Release Time

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

Association Business Time	County Release Time
Four (4) days advance notice Completion of release time form. Approval of Employee Relations and Department designee. Association time bank hours charged. (see Article 5.8)	Pre-approval from Employee Relations and Department designee. Association time bank hours not charged (see Article 5.8)
Examples of Association Business Time include: <ul style="list-style-type: none"> <li>• Steward Training</li> <li>• Internal Association Matters</li> <li>• Association Safety Meetings</li> <li>• Civil Service Commission Meetings – general attendance</li> <li>• Meetings with business agents or Association officials.</li> <li>• Association organizing campaigns, special elections and ratifications</li> <li>• BOS Meetings</li> </ul>	County Release Time includes: <ul style="list-style-type: none"> <li>• Joint Labor Management Committees i.e., Joint Labor Management Benefits Committee meeting (JLMBC), Housing Assistance Committee (HAC), etc.</li> <li>• County Initiated Informational Meetings/Surveys</li> <li>• Meet and Confer under the MMBA</li> <li>• Civil Service Commission Meetings (Appellants and Appellant’s Representative)</li> <li>• Grievances (Grievant and Representative)</li> <li>• Grievances (Grievant and Representative)               <ul style="list-style-type: none"> <li>-Investigations</li> <li>-Grievance meetings</li> <li>- Arbitration</li> </ul> </li> <li>• Notice of Intended Disciplinary action. (Skelly) Meeting</li> </ul>

The Association's request for release time shall not be made capriciously or arbitrarily and time demands on any one employee shall be within reasonable limits and with the approval of the designated supervisory representative.

All other release time requests not contemplated on the list above will be considered Association Business and charged to the Association time bank hours as specified in Article 5.8.

## **ARTICLE 6: SALARY ADMINISTRATION AND OTHER COMPENSATION**

### **6.1 Salary Scales And Adjustments**

Salary scales for classifications represented by the Association are listed in Appendix A (Salary Table).

Salary Adjustments:

Effective with the pay period that begins April 12, 2016, the County shall increase by three percent (3.0%) the A-I steps of each scale in the Salary Table specified in Appendix A.

Effective with the pay period that begins March 14, 2017 the County shall increase by three percent (3.0%) the A-I steps of each scale in the Salary Table specified in Appendix A.

### **6.2 Salary Upon Employment**

- a. Except as otherwise provided in this Memorandum, appointment to any position in any class shall be made at the minimum rate, and advancement to rates greater than the minimum rate shall be within the limits of the salary scale for the class.
- b. 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 higher rate than the minimum upon recommendation of the Department Head with the approval of the County Administrator. The Department Head may authorize an advanced step salary placement through Step E. County Administrator approval is required for advance step placements for Steps F through I.

### **6.3 Salary – 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 basis in the same or closely related class in the same or in a lower salary scale within five (5) years of resignation, shall not be paid less than two (2) steps below the step paid at the time of resignation. Approval of the County Administrator is only required if the person is rehired at a step which exceeds the step paid at the time of resignation. The Department Head may authorize an advanced

step placement through Step E. County Administrator approval is required for advance step placements Steps F through I.

#### 6.4 Salary Upon Restoration

Any full-time or part-time employee displaced, laid off, or voluntarily demoted in lieu of layoff, and reappointed within two (2) years in the same class from which separated, or in a closely related class in the same salary scale, or in a lower salary scale than the class from which separated, shall be paid at the same step in the salary scale as the employee was paid at the time of displacement, layoff or voluntary demotion, or the step of the scale which is closest to but not exceeding the rate the employee is currently being paid as a County employee, whichever is greater. The employee shall be considered for merit increase when the employee's total hours in paid status before and after separation and restoration equal the number of hours required for merit increase.

#### 6.5 Salary Upon Promotion

- A. Except as otherwise provided in this Memorandum, any full-time or part-time employee who is promoted to a position of a class allocated to a higher salary scale than the class from which the employee was promoted shall receive the salary step rate of the appropriate scale which would constitute an increase of salary most closely equivalent to but not less than five percent (5%) of the employee's step rate before promotion, but not less than the minimum salary scale for the new class nor greater than the maximum salary of the new class.
- b. 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.
- c. An employee who is promoted shall be considered for a merit increase when the employee's total hours in paid status, exclusive of overtime subsequent to promotion, equals one thousand forty hours (1,040). The effective date of the merit increase shall be in accordance with Section 6.17.5 (Effective Date of Merit Increase).

#### 6.6 Advanced Salary Upon Promotion

Upon promotion of a full-time or part-time employee to a new class, the Department Head may recommend to the County Administrator that the person being promoted receive a rate of pay that is higher than that to which the employee is entitled but in no way exceeds the top of the scale. The Department Head may authorize an advanced salary step placement through Step E. County Administrator approval is required for advance step placements for Steps F through I.

#### 6.7 Salary Upon Demotion During Probation (Failed Probation)

A 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. The employee's eligibility for merit advancement shall be determined as if the employee had remained in the lower class throughout the employee's period of service in the higher class.

6.8 Salary Upon Involuntary Demotion

A full-time or part-time employee, to whom the circumstances described in Section 6.7 above do not apply, who is demoted involuntarily to a position of a class which is allocated to a lower salary scale than the class from which the employee is demoted, shall have the employee's salary reduced to the salary in the scale for the new class next lower than, but not more than five percent (5%) lower than the salary received before demotion, except that the employee will not be paid more than the maximum of the scale of the class to which the employee is demoted. The employee's eligibility for merit advancement shall not change as a result of demotion.

6.9 Salary Upon Voluntary Demotion

A full-time or part-time employee, to whom the circumstances described in Section 6.7 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 scale than the class from which the employee is demoted, shall receive the highest salary step in the scale for the new class which does not exceed the salary received before demotion, but not exceeding the maximum of the salary for the new class. The employee's eligibility for merit advancement shall not change as a result of demotion.

6.10 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 (2) 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.

6.11 Temporary Assignment To A Higher Class

An employee assigned by the Department Head to perform the majority of duties of a limited term project position, with the approval of the County Administrator and the Director of Human Resources, or to a higher classification to fill a vacancy caused by resignation, termination, promotion, or an extended leave of absence,

must complete the required personnel forms and must meet the minimum qualifications of the higher classification or position. The employee shall be paid according to the salary of the scale for the new class which would constitute an increase in salary at the step most closely equivalent to five percent (5%) greater than the employee's salary before promotion, but not less than the minimum salary of the new class, or not greater than the maximum salary of the new class or a salary rate assigned to the limited term project position. The employee shall receive this salary as long as the employee continues to serve in the higher classification assignment and

shall be entitled to receive any authorized increases for the higher class as described in Section 6.12 (Temporary Promotion – Merit Increase Eligibility). A temporary assignment to a higher class pursuant to this Section 6.11 does not include the Deputy District Attorney III Temporary Assignment described in Section 6.18 below.

6.12 Temporary Promotion – Merit Increase Eligibility

Temporary assignments shall be administered in the following manner:

- A. If an employee assigned to a higher class has not yet reached the “T” step in the lower class, in-service hours while temporarily assigned to a higher class shall count as time served in the lower class for purposes of merit increase(s). If employee reaches the “T” step of the lower class while temporarily assigned, all subsequent in-service hours worked while assigned to the higher class will begin counting toward a merit increase in the higher class.
- B. If an employee is at the “T” step of the lower class when assigned to the higher class, in-service hours while temporarily assigned to a higher class shall count as time served in the higher class for purposes of merit increase(s) beginning with the first hour assigned in the higher class.
- C. An employee who is subsequently reassigned by the Department Head within 12 months of the ending date of the most recent temporary assignment shall be considered for a merit increase in the higher class when the employee’s total cumulative hours in the higher class are in accordance with Section 6.17 – Merit Advancement. However, if the employee received credit toward a merit increase in the lower class for hours worked in a temporary assignment as provided in Section 6.12.A, such hours shall not also count toward a merit increase in the higher class.

6.13 Salary Upon Reallocation Of Class

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

6.14 Salary Upon Reclassification Of Position – Same Salary

Whenever a position is reclassified to a class that is allocated to the same salary scale the incumbent shall retain the same salary received prior to the reclassification if the incumbent is appointed to fill the position in accordance with the Civil Service Rules.

6.15 Salary Upon Reclassification Of Position - Higher Salary

Except as otherwise provided in this Memorandum, whenever a position is reclassified to a class that is allocated to a higher salary scale, the salary of the incumbent shall be provided by this Article 6 upon promotion if the incumbent is appointed to fill the position in accordance with the Civil Service Rules.

## 6.16 Salary Upon Reclassification Of Position – Lower Salary

Whenever a position is reclassified to a class that is allocated to a lower salary scale the salary of the incumbent shall be provided by Article 6.9 upon voluntary demotion if the incumbent is appointed to fill the position in accordance with the Civil Service Rules. Whenever the effect of a reclassification is to reduce the salary of an incumbent, the Board of Supervisors may, upon recommendation by the Director of Human Resources, direct that the incumbent shall continue to receive the previously authorized salary until termination of employment in the position, or until a percentage increase in pay may be authorized, whichever occurs first. Appropriate records shall show an incumbent as being paid at a special fixed rate (Y-Rate) of the salary scale for the employee's class.

## 6.17 Merit Advancement

### 6.17.1 Merit Advancement Within Salary Scales

Merit increases within a 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 scale for the class by computing the new salary step rate which is most closely equivalent to two and a half (2½), five (5), seven and a half (7½), or ten (10) percent higher than the previous base hourly salary subject to the criteria below in 6.18.2. The usual merit increase for Satisfactory or Exceeds Standards, as documented by a written performance evaluation, shall be five (5) percent. The Department Head has the option of giving no increase or a two and a half (2½) percent increase for less than overall satisfactory performance.

To request a flexible merit increase (any increase other than five percent (5%) or to award a merit increase in advance of the eligible date), the Department Head must complete the Flexible Merit Increase form and attach the employee's performance evaluation then forward to the County Administrator for approval.

### 6.17.2 Special Merit Advancement

Either (1) or (2) below can be awarded, but (1) and (2) may not be combined. Increase cannot exceed ten percent (10%) in the previous twelve (12) months.

- (1) Upon recommendation of the Department Head and approval by the County Administrator, an employee may be given a five percent (5%) merit step advancement before regularly scheduled as provided in Section 6.18.3. This special salary advancement shall be supported by an overall Outstanding rating with no areas of improvement needed in the written performance evaluation. Only one special merit increase can be given in a twelve (12) month period

or in the first twelve (12) months following appointment to the position.

- (2) An employee may be advanced in the salary scale based on merit with a seven and one half percent (7 ½%) or ten percent (10%) increase, documented by an overall Outstanding rating in the written performance evaluation with no areas rated Improvement Needed. A seven-and-one-half percent (7 ½%) or ten percent (10%) increase must have the recommendation of the Department Head and approval by the County Administrator.

#### 6.17.3 Merit Increase – Total Hours Required

Each employee shall be considered for an initial merit increase when the employee's total hours in paid status exclusive of overtime within the current class equals one thousand forty (1,040) hours. Each employee shall be considered for subsequent merit increases when the employee's total hours in paid status exclusive of overtime, at each step to which advanced, equals two thousand and eighty (2,080) hours.

#### 6.17.4 Merit Advancement Non-Grievable

This entire Section 6.17, including subsections, regarding merit increases shall not be grievable or appealable under this Memorandum or any County resolution, ordinance, policy or practice. An employee whose merit increase is denied by the Department Head may, upon request, meet and discuss with the Department Head the reasons for the denial. The decision of the Department Head shall be final.

#### 6.17.5 Effective Date Of Merit Increase

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

#### 6.18 Deputy District Attorney III Temporary Assignment Premium Pay

- A. An employee in the class of Deputy District Attorney III may be temporarily assigned by the District Attorney to be responsible for felony trial duties normally performed by an employee in the class of Deputy District Attorney IV. The District Attorney shall evaluate the performance of the Deputy District Attorney III during the temporary assignment. If the District Attorney certifies that the Deputy District Attorney III fully performs to the satisfaction of the District Attorney, then effective at the beginning of the start of the first full pay period following six total months of satisfactory work in the higher class assignment, a Deputy District Attorney III shall be entitled to receive a premium pay of 7% above the employee's

base hourly pay for all subsequent hours of work spent in this higher class assignment.

- B. A Deputy District Attorney III, who has been certified under this Article 6.18 by the District Attorney as satisfactorily performing serious felony trial duties, will be eligible for the 7% premium pay whenever the District Attorney subsequently reassigns the Deputy District Attorney III to another future assignment to again perform serious felony trial duties.
- C. A Deputy District Attorney III may be certified under this Article 6.18 by the District Attorney to receive the 7% premium pay prior to completion of the six-month temporary assignment period if the employee has had equivalent previous felony trial experience and demonstrates to the District Attorney that the employee has satisfactorily performed serious felony trial duties.
- D. At any time during an assignment to serious felony trial duties, the District Attorney may remove the Deputy District Attorney III from the assignment, and the 7% premium pay, if provided, shall cease effective with the last hour worked in the assignment.
- E. Any decision by the District Attorney under this Article 6.18 is within the District Attorney's sole discretion and may not be the subject of a grievance under the MOU grievance procedure, the County's General Grievance Procedure nor under any other appeal procedure or policy of the County.

#### 6.19 Deferred Compensation – County Paid Program

The County shall deposit 4.50% of the biweekly base salary of each employee of this bargaining unit into the County-provided 401(a) Deferred Compensation account, provided that the employee is in paid status for at least 50% of the employee's regular work schedule in a pay period. Nothing in this Memorandum renders the County liable to any employee for continuance of the current deferred compensation plan in the event of a discontinuance of Internal Revenue Service or Franchise Tax Board approval of any County deferred compensation plan or portion of the plan or the employee becoming ineligible to participate in the deferred compensation plan. County paid deferred compensation under this Subsection 6.20 shall not be included in the calculations of retirement benefits.

##### 6.19.1 Deferred Compensation – Administrative Fees

All employees who receive deferred County-paid 401(A) plan benefits shall pay a seventy-five cent (\$0.75) administrative fee per pay period.

#### 6.20 Deferred Compensation – Voluntary Plan

The County will maintain a voluntary deferred compensation plan for all employees eligible under Federal law and the rules of the deferred compensation plan.

6.21 PST/457 Deferred Compensation Retirement Plan

Part-time (less than 0.50 FTE) employees who are hired on or after October 1, 1991, shall participate in the PST/457 Deferred Compensation Retirement Plan authorized by Internal Revenue Code Section 457 in lieu of Social Security.

The County shall contribute to the employee's PST/457 deferred compensation account according to the following schedule:

EMPLOYEE	COUNTY
3.5%	4.0%

6.22 Hourly Cash Allowance

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 three dollars and forty five cents (\$3.45) per paid status hour that the employee is in paid status excluding overtime, up to a maximum of eighty (80) hours in a pay period (or approximately a maximum of six hundred dollars (\$600.00) per month). This hourly cash allowance is compensation for services rendered in that pay period and shall be taken into account for 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 in the salary schedule. It is not intended as a supplement toward medical, dental, or any other insurance or benefit.

6.23 Mileage Reimbursement

An employee who is authorized to and provides a motor vehicle for travel required of the employee in the performance of official duty shall be reimbursed at the IRS standard business mileage rate.

6.24 After Hours Standby Duty

Deputy District Attorneys (DDAs) assigned by the District Attorney/District Attorney designee to After Hours Standby Duty for either Search Warrant, Homicide/Critical Incident, or Redwood Children's Center Multi-Disciplinary Interview Center (RCC-MDIC) Duty are required to be available to respond at all times while on standby duty by County issued cellular phone in order to facilitate a prompt response. DDAs assigned to Homicide/Critical Incident or RCC-MDIC Duty are expected to respond to the scene within one (1) hour of the call being placed by the DA Investigator or District Attorney designee. Therefore, DDAs must remain in an area that has cellular service while assigned to standby duty. DDAs assigned to Search Warrant Duty must be available to answer all calls immediately. DDAs assigned to standby duty are required to adhere strictly to the District Attorney Department's Zero Tolerance Policy with respect to alcohol and drug use.

It is the responsibility of the assigned DDA to immediately request the District

Attorney/District Attorney designee to reassign standby duty in the event that the DDA is medically required to consume medication that may impair their ability to perform assigned duties.

DDAs assigned to Search Warrant or Homicide/Critical Incident/RCC-MDIC Standby Duty will be required to work a 5/8 (8:00 a.m. to 5:00 p.m.) schedule for the duration of their standby duty assignment. Standby hours will begin at the end of the DDA scheduled work day (5:00 p.m.) and continue until the beginning of the next scheduled work day (8:00 a.m.).

Attorneys assigned to be on standby for Search Warrant Standby Duty will receive a flat rate maximum of \$3.80 per hour. Attorneys assigned to be on standby for Homicide/Critical Incident, or RCC-MDIC Standby duty will receive a flat rate maximum of \$5.75 per hour. No employee shall receive Search Warrant and Homicide/Critical Incident pay simultaneously. No employee shall be paid for standby duty and other compensable duty (except for holiday pay) simultaneously.

6.25 Bilingual Pay:

A County Department Head may designate a bargaining unit position as a bilingual position requiring specific language bilingual skills on the average of at least 10 percent of the position's work time. Bilingual skills shall include translating, answering phone calls, research, and speaking or corresponding with clients in a language other than English. To be eligible for bilingual premium pay, the employee in the designated position must demonstrate a language proficiency of job-related terminology acceptable to the department head and the Human Resources Director.

The County shall pay the employee in a designated position a premium of one dollar and fifteen cents (\$1.15) per hour in addition to the employee's base hourly rate of pay for each hour assigned and actually worked in a bilingual designated position.

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

Effective with the pay period that begins October 23, 2018, each regular, full time, active employee shall receive a one-time, lump sum, pensionable, and non-recurring payment to those employees in active status as of the last day of the pay period and prorated based on allocated FTE, in the following amounts:

Deputy District Attorney I: \$2,772  
Deputy District Attorney II: \$3,045  
Deputy District Attorney III: \$3,503  
Deputy District Attorney IV: \$3,945  
Child Support Attorney III: \$3,503  
Child Support Attorney IV: \$3,945

The one-time payments will be subject to all applicable federal, state and local tax

withholdings. The payments will not be included in wages for computations of overtime, pension, and benefits or for any other purpose.

## **ARTICLE 7: HOURS OF WORK**

### **7.1 Purposes Of This Article**

This Article describes the parties' agreement on matters within the scope of bargaining related to schedules, hours, and overtime. Hours specified under types of employment in this section indicate the County's commitment to the minimum and maximum hours each employee shall be regularly scheduled, as long as there is sufficient work.

Article 7 applies to the following types of Employment:

**FULL-TIME:** An allocated position that is regularly scheduled to work 80 hours in a biweekly pay period of 14 consecutive calendar days.

**PART-TIME:** An allocated position that is regularly scheduled to work less than 80 hours in a biweekly pay period of 14 consecutive calendar days.

### **7.2 Work Schedules**

The County reserves the right to establish and modify work schedules.

### **7.3 Work Hours**

Deputy District Attorneys shall work any and all hours necessary in the performance of their assigned duties without regard to fixed working schedules.

### **7.4 Overtime In A Board-Designated Emergency**

Employees in this unit shall be eligible for straight time overtime when working beyond 40 hours in a week due to a Board of Supervisors' declared emergency. This straight-time overtime may be paid in cash upon authorization of the Board of Supervisors. Under no circumstances shall an employee covered by this Memorandum be paid or be compensated in any manner for overtime except under such conditions as may be set forth by the Board of Supervisors.

## **ARTICLE 8: BAR DUES**

The County will pay the State Bar of California dues in a timely way for all probationary and permanent employees in the bargaining unit.

**ARTICLE 9: STAFF DEVELOPMENT**

9.1 Staff Development and Wellness Benefit Allowance – Amount

Full time and part time (.40 FTE and greater) employees who are in allocated positions are eligible for Staff Development and Wellness Benefit Allowance. As specified in the chart below, full-time and part-time employees shall receive reimbursement pursuant to the provisions of the Staff Development and Wellness Benefit Allowance Program Administrative Manual.

	<u>Full-Time 1.00 FTE</u>	<u>¾ Time &gt; .75 FTE</u>	<u>Part-Time .40 - .74 FTE</u>
Annual Staff Development/Wellness Allowance	\$1,250	\$1,250	\$800
Effective July 1, 2016 (subject to provisions of Section 9.3) Additional Annual Staff Development Allowance	\$452	\$452	\$300

Funds may not be carried over into the next fiscal year. Use of funds subject to approval and provisions of the Staff Development Administrative Manual and may be taxable pursuant to the Internal Revenue Code.

9.2 Staff Development/Wellness Benefit Allowance – Computer Hardware And Mobile Devices

Staff Development/Wellness Benefit Allowance may be used towards reimbursement for the purchase of computer hardware as defined in the County’s Staff Development Benefit Program Allowance Administrative Manual. Monthly service charges for internet and mobile communication connections are not reimbursable under this Program. The use and approval of all computer hardware, and mobile devices is subject to review by the department head or designee and is subject to the specific job requirements for each job classification. All computer hardware, and mobile devices must be directly job related, must be used for County business a minimum of 50% of their use and requires department head or designee authorization in order to qualify for reimbursement. Department Head authorization for the use of this benefit towards reimbursements for computer hardware, and mobile devices must be outlined and approved in the employees’ annual Professional Development Plan document and will be considered together with other staff development training and educational priorities required by the Department Head.

9.3 Staff Development –Additional Amount

Effective July 1, 2016, an additional annual allowance may be used for Staff Development as outlined in the County’s Staff Development Benefit Allowance Program Administrative Manual. The additional annual amounts of the allowance

which can be used towards reimbursable expenses for this benefit are specified in the chart in Section 9.1, and shall be limited to professional development expenses (i.e., membership dues, conference and training fees, books, legal manuals).

9.4 Annual Staff Development/Wellness Allowance

On the date of County Board of Supervisors' approval of this successor MOU, the fiscal year Staff Development/Wellness Benefit Allowance may be used towards reimbursement for allowable physical fitness and/or wellness programs. Reimbursement of expenses will be based on the MOU in effect on the purchase date.

9.5 Continuing Education Leave

When a continuing education course is offered during an employee's normal work schedule, the employee may be authorized continuing education leave. Continuing education leave authorization shall be subject to the approval of the Department Head and must be directly related to the employee's present position or career advancement within the department. Continuing education leave shall be considered as time worked.

9.6 In-Service Training

9.6.1 Authorization

Attendance at in-service training courses may be authorized by the Department Head.

9.6.2 Payment For In-Service Training

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

- a. By the County: Expenditures for travel, meals, lodging, registration and other items included annually within the department budget, with prior Department Head approval.
- b. By other public or private agencies: Expenditures paid by grants from the State or Federal governments, from private organization or from professional organizations.
- c. By the individual employee: The employee may pay the in-service training expenses in whole or in part from the employee's private resources, if the employee requests and receives approval from the Department Head for paid release time to attend the authorized training.

9.7 Article 9, Staff Development, Non-Grievable

Article 9 is not arbitrable. However, Article 9 is grievable and subject to mediation.

**ARTICLE 10: HEALTH & WELFARE BENEFITS FOR ACTIVE EMPLOYEES**

10.1 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 (1) County offered health plan).

An eligible employee is:

- ❑ A probationary or regular full-time or probationary or regular part-time employee.
- ❑ An eligible dependent is (as defined in each plan document/summary plan description):
  - ❑ Either the employee's spouse or domestic partner; or
  - ❑ A child based on your plan's age limits or a disabled dependent child regardless of age.

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

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

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

Effective the pay period beginning May 10, 2016 for coverage beginning June 1, 2016, health plan coverage will be paid on a semi-monthly basis (24 payments per year).

10.2.1 County Offered Medical Plans

The County will offer at least three medical plans: the County Health Plan PPO, County Health Plan EPO, and Kaiser HMO (\$10 co-pay) Plan. The

benefit provisions, co-payments, and deductibles of each plan are outlined in Summary Plan Description or Evidence of Coverage.

10.2.2 County Contributions Toward Active Employee Medical

Effective the pay period beginning September 11, 2018 with the intent to have premiums paid in the pay period(s) required for coverage to be effective October 1, 2018, the County shall contribute up to a maximum of the following amounts based on the level of coverage for employees enrolled in County-offered medical coverage for any eligible full-time regular employee and their eligible dependent(s).

Employee only                      \$629 per month (\$314.50 semi-monthly)

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

Family                                \$1,779 per month (\$889.50 semi-monthly)

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

The County shall contribute to part-time eligible employees on a pro-rated basis, in accordance with Section 10.2.6.

10.2.3 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 Evidence of Coverage.

The employee contribution is \$14.13 semi-monthly (\$28.26 per month). The semi-monthly deduction is effective the pay period beginning May 10, 2016 for coverage beginning June 1, 2016.

Effective the pay date of November 14, 2018 and continuing beyond the term of this MOU extension, unless and until otherwise changed by agreement by the County and SCPA, the employee contribution shall be suspended, resuming the pay date of September 2, 2020.

The County shall contribute to part-time eligible employees on a pro-rated basis, in accordance with Section 10.2.6.

10.2.4 Vision Benefits

The County provides vision benefits to full-time active employees and their dependent(s), and offers computer vision care benefits to full-time active employees, with no employee contribution.

The County will pay the total cost of the premium for vision benefits for full-time active employees.

Part-time employees will automatically be enrolled in the vision benefit and the County shall contribute to part-time eligible employees on a pro-rated basis, in accordance with Section 10.2.6 (Part-Time Employees – Health Benefits)

Vision benefits provisions, co-payments and deductibles are outlined in the Evidence of Coverage.

#### 10.2.5 Life Insurance

The County shall offer a basic term-life insurance plan in the following amount for an allocated full-time equivalent position of sixty (60) hours or more (0.75 FTE or more) with no employee contribution: two (2) times the annual salary computed on the basis of 26.089 times the bi-weekly salary in effect at the time of death. 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 Schedule of Insurance or Group Insurance Policy.

Eligible employees may purchase additional life insurance coverage for themselves at their own expense upon initial eligibility or during the annual enrollment periods specified in Section 10.2 (Enrollment in County Offered Health (Medical, Dental, Vision, Life Insurance) Plans). Employees may purchase supplemental coverage in increments one times (1X) to four times (4X) their 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 the 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.

#### 10.2.6 Part-Time Employee – Health Benefits

Part-time employees in allocated positions of thirty two (32) hours or more biweekly (0.40 FTE minimum) shall be eligible to participate in the County's medical, dental, and vision plans and the County's contribution toward their premiums shall be pro-rated. Pro-ration shall be based on the

number of paid status hours in the pay period, excluding overtime and including periods of qualified FMLA, CFRA and CDPL leaves without pay.

Part-time employees shall not be eligible to participate in the County's life insurance program

10.2.7 Health Reimbursement Arrangement (HRA) Contribution

Effective the pay period beginning on May 10, 2016, the County shall cease contributions to the HRA account described in this section. Effective the pay period beginning May 10, 2016, the County will instead convert such HRA contributions into medical insurance premiums as described in 10.2.2.

Between April 1, 2016 and May 9, 2016, all eligible full and part time employees enrolled in a County sponsored medical plan will receive a contribution into a Health Reimbursement Arrangement (HRA) and can participate in the HRA plan based on County medical plan enrollment as described in this Article 10. Eligible employees who waive medical coverage and are not enrolled in a County sponsored medical plan will not receive a contribution into the HRA.

The County will contribute the amount specified in the table below, per paid status hour to a maximum of 80 hours per biweekly pay period. The County will contribute to eligible part-time employees on a pro-rated basis, in accordance with Section 10.2.6.

**Effective 5/12/2015 -5/9/16**

<u>Coverage Level</u>	<u>Per Paid Status Hour</u>	<u>Monthly Equivalent</u>
<u>EE only</u>	<u>\$0.54</u>	<u>\$93.78</u>
<u>EE +1</u>	<u>\$1.44</u>	<u>\$250.08</u>
<u>EE + 2</u>	<u>\$1.73</u>	<u>\$300.10</u>

County contributions pursuant to this section will be available to Plan participants for reimbursement of eligible medical care expenses incurred by an eligible employee or dependents(s) as described in Internal Revenue code sections 105 and 106. Effective June 1, 2016, active employee post-tax medical premiums are not eligible for reimbursement.

HRA contributions made pursuant to this section are separate and apart from HRA contributions and benefit eligibility for Retiree Medical for employees hired on or after January 1, 2009, pursuant to Article 11. Health benefits in this Article 10 are available only to active employees. When this MOU ends on May 7, 2018, the parties agree that the health benefits in this Article 10 are subject to negotiations for a successor MOU.

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

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

### 10.3 Employee Assistance Program

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

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

### 10.4 Long-Term Disability Benefit

The County shall provide and pay the premium for a Long-Term Disability (LTD) benefit as described in the applicable plan document for all full and part-time employees (0.40 FTE minimum) who meet the eligibility requirements. The benefit waiting period is the longer of 60 days, or the period you elect to receive paid leave. Employees eligible to receive LTD benefits are not required to exhaust sick leave before receiving LTD benefits, but an employee who chooses to use sick leave or other paid leave after the sixtieth (60<sup>th</sup>) day of disability is not eligible to receive any LTD benefits until the employee stops using paid leaves. LTD benefits cannot be supplemented with any paid leave. LTD benefits will be offset by any applicable income, such as short-term disability benefits, social security and social security disability benefits, etc.

#### 10.4.1 Long-Term Disability Claims Dispute

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

### 10.5 Workers Compensation

#### 10.5.1 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.

#### 10.5.2 Workers' Compensation Temporary Disability – Supplementing With Paid Leave

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

10.5.3 Leave Accrual While On Workers Compensation Leave

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

10.6 Health Benefits During 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 benefits coverage through COBRA Continuation of Coverage and is responsible for making a timely election and paying COBRA premiums by the due date. Prior to the exhaustion of the thirteenth (13th) pay period, 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 Section 10.6 shall not have the thirteen (13) pay period entitlement reduced for any pay period in which the employee is in paid status for at least fifty percent (50%) of the employee's allocated full time equivalent as specified in this Section 10.6. 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 paid 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 concurrently with Family Medical Leave Act (FMLA), California Family Rights Act (CFRA), and California Pregnancy Disability Leave (CPDL).

The employee's entitlement to employee paid benefits continuation under COBRA begins when the employee is no longer eligible for a County contribution toward medical benefits. When the employee returns to fifty percent (50%) allocated full time

equivalent in paid status, eligibility for a County contribution toward health benefits is regained. Benefit coverage begins the first of the following month.

10.7 Health Benefits During Leaves Of Absence – Non-Medical Leaves Without Pay

If an employee is on an unpaid absence or goes on leave without pay, either of which reduces the employee's time in paid status to less than fifty percent (50%) of the employee's allocated full-time equivalent (FTE) in a pay period, the County will cease to pay its normal benefit contributions.

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

10.8 Continuation Of Employee Paid Health Benefits Coverage

An employee, who is entitled to continued benefit coverage as specified in Section 10.6 or 10.7, must notify the Auditor-Controller-Treasurer-Tax Collector's office (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.

A Request for Leave Without Pay form signed by the employee and the Department Head shall be forwarded to the ACTTC's office when leave is authorized. To assure continued insurance coverage, premiums shall be paid by the employee to the ACTTC's office no later than the last day of the pay period or the date specified in the notice. If the employee fails to pay the premium by the last day of the pay period, he/she will receive one (1) reminder notice. In order to prevent a lapse in coverage due to non-payment, the employee shall pay a \$25.00 late charge in addition to the premium amount due by the date specified in the reminder notice.

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

10.9 Part-Time Employees – Health Benefits During Leave Of Absence

Part-time employees shall be eligible to participate in the medical benefit plans and/or the dental plans on a prorated basis, as defined in Section 10.2.6. For pay periods with no paid 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 Section 10.4 (Long-Term Disability).

## 10.10 COBRA Continuation Rates

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 revision where applicable.

## 10.11 Salary Enhancement Plans

All of the following plans will be administered by the County in accordance with applicable Federal and State laws as amended and will not be grievable or arbitrable under Article 16, Grievance Procedure in this Memorandum or any County policy, rule or regulation.

### 10.11.1 IRS Section 414(h)(2)

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.

### 10.11.2. IRS Section 125:

#### 10.11.2.1 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.

#### 10.11.2.2 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.

#### 10.11.2.3 Dependent Care Assistance Program

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

#### 10.12 Benefits: Plan Documents And Other Controlling Documents

While mention may be made in this Memorandum 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.

#### 10.13 Short Term Disability – Payroll Deduction

SCPA members may continue to purchase Short Term Disability (STD) Insurance coverage as may be offered by the (SEIU Local 1021) Association Insurance Services, at their own expense, through bi-weekly payroll deduction as long as they are members in good standing of SCPA. Each employee is responsible for submitting to Union Insurance Services the employee's own application for Short Term Disability Insurance and any subsequent material required by the insurance provider.

Upon request of the Association, the County will make a good faith effort to integrate any sick leave requested by an employee who is eligible to receive benefits under the Association's short-term disability plan. The Association and its insurance carrier will cooperate fully with the County, but the County reserves the right to conclude such an integration if it becomes unworkable or beyond the County's resources available for payroll maintenance activities.

### **ARTICLE 11: MEDICAL BENEFITS FOR FUTURE RETIREES**

#### 11.1 Retiree Medical Coverage

11.1.1 An eligible retiree and eligible dependent(s) (as defined below) may be enrolled in a County offered medical plan as described in Section 11.2 but 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 retiree's plan (i.e., a retiree and his or her dependents cannot be covered by more than one County offered health plan).

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

- Either the retiree's spouse or domestic partner; or
- An unmarried child based on your plan's age limits or a disabled dependent child regardless of age.

11.1.2 An eligible retiree must enroll in a County offered retiree medical plan at the time of retirement unless the retiree waives medical insurance coverage and/or the retiree's eligible dependent(s) by completing a retiree waiver form. A retiree who waives medical coverage will be allowed to re-enroll themselves and any eligible dependent(s), upon the following conditions being met:

- 1) The retiree must re-enroll within 30 days of losing other insurance coverage and provide the County with evidence of the loss of other coverage, or,
- 2) At the latest, the retiree must re-enroll, or lose eligibility to receive a County contribution toward the retiree medical plan, no later than 60 days after the effective date of the retiree's Medicare coverage.
- 3) The retiree's re-enrollment is required in order for any eligible dependent(s) to be enrolled in a County offered medical plan, except as follows in #4 below.
- 4) The retiree may add an eligible dependent spouse or domestic partner at a time later than the date the retiree enrolls as provided in Section 11.1.1 above.
- 5) Eligible dependent children must be enrolled at the time the retiree elects coverage.

11.2 County Contribution Toward Retiree Medical Plans - Employees Hired Before January 1, 2009

A. Eligibility

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

1. Completed at least ten (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 ten (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 ten (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 this Article 11.2 provided that they are subsequently restored to County employment, pursuant to Civil Service Rule 11.4 or this MOU, 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 Section 11.3 (County Contribution toward Retiree Medical Plans – Employees Hired on or After 1/1/2009, Effective 1/1/2009).

B. County Contribution

The County shall contribute toward the cost of County offered medical plans for any eligible retiree whether or not the retiree covers eligible dependent(s), \$500 per month. The retiree is responsible for all costs (including premiums) that exceed the total County contribution.

C. Additional Dependents

Retirees eligible under this Section 11.2, may enroll eligible dependent(s) in the County offered medical plan elected by the retiree but the retiree is responsible for all premium costs in excess of the county's contribution.

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

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

A. Eligibility

- 1) An employee must have been a contributing member (or a contribution was made on their behalf) of the Sonoma County Employees' Retirement Association (SCERA) for the eligibility period described below.
- 2) Regular full-time employees and part-time employees in an allocated position of 0.5 full-time equivalent or greater, hired on or after January 1, 2009 are eligible to receive a County HRA contribution if they have completed two (2) full years of consecutive Sonoma County regular service (excluding overtime) in paid status.
- 3) If an employee separates employment before meeting the eligibility requirement, the employee shall receive no benefit.

- 4) Laid-Off & Restored Employees: Employees who were employed by the County on or after January 1, 2009, but who were laid off thereafter shall be eligible for the benefits described in this Section 11.3 provided that they are subsequently restored to County employment, pursuant to Civil Service Rule 11.4 or this MOU, rejoin the County retirement system, and are otherwise eligible for retiree medical benefits under this Section. The break in service caused by the layoff shall be bridged upon restoration such that, although no service time is earned during the break, consecutive service is restored for eligibility for this benefit.

B. County Contribution

1) Initial County Contribution

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

2) Regular County Contribution

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

3) Access To Account Balance

- a. Participants may access the balance in their HRA account upon termination of employment and attainment of age 50, or upon retirement from the Sonoma County Retirement System, whichever is earlier.
- b. Participants may defer accessing the account balance to any time beyond the earliest date described in (a).
- c. Amounts that remain in the account balance are available to reimburse the participant for the same permitted medical expenses for the spouse and any other dependent covered under the retiree medical plan, however, federal regulations do not permit the inclusion of expenses for domestic partners.

4) Survivors Of Eligible Retirees With Account Balances

- a. Spouses and eligible dependent children or dependent adults who are disabled may continue to access account balances after the death of the retiree, subject to any limitations and maximums established by law.
- b. Domestic partners are not permitted access to the account balances of the participant by virtue of restrictions in the federal regulations that govern these types of accounts.

5) Forfeiture Of Account Balance

- a. If an active employee dies prior to retirement, the amount of account balance is available to participating spouses and dependents to reimburse them for medical expenses permitted under the relevant section of the Internal Revenue Code.
- b. Account balances in part or in total for active participants or retirees without any eligible spouse or dependent or unused account balances after the death of the last eligible spouse or dependent will be forfeited and returned to all other active and retired participants in the form of a dividend allocated in direct proportion to the amount to be distributed divided by the total account balance for all participants applied to each individual account balance. These distributions will occur within one hundred twenty (120) days after the annual certified audit of the plan is submitted to the administrator and the County.

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

11.4 Surviving Dependents – County Contribution for Employees Hired Before January 1, 2009

Upon the death of a retiree enrolled in a County offered retiree medical plan, the County will continue to pay the County's contribution toward the medical plan premium costs as follows:

One eligible surviving dependent will be allowed to continue their coverage under the same circumstances and with the same County contribution as if the retiree survived, if the surviving dependent meets each of the following criteria:

1. Has been an eligible dependent of a retiree who was eligible to receive a contribution toward a County offered retiree medical plan under Section 11.2 prior to the death of the retiree, and
2. Either be enrolled or have waived coverage at the time of the retiree's death.

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 in excess of the county contribution.

11.5 Surviving Dependents – County Contribution For Employees Hired On Or After January 1, 2009

Upon the death of a retiree enrolled in the Defined Contribution retiree medical benefit plan as defined in Section 11.3, eligible surviving dependents may continue participation in the County offered medical plan but remain responsible for all costs including premiums.

To be eligible, a surviving dependent must either be enrolled or have a waiver on file with the County, at the time of the retiree's death.

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

**ARTICLE 12: HOLIDAYS**

12.1 Scheduled Holidays

The County shall provide full-time and part-time employees the following paid holidays provided that the employee is in paid status on the employee's regularly scheduled workdays before and after the paid holiday. For full-time employees, this holiday benefit shall be reduced proportionally by any unpaid time in the pay period in which the holiday falls.

- (1) New Years Day, January 1\*
- (2) Martin Luther King's Birthday, third Monday in January
- (3) Lincoln's Birthday, February 12\*
- (4) Presidents' Day, the third Monday in February
- (5) Cesar Chavez Day, March 31\*
- (6) Memorial Day, the last Monday in May
- (7) Independence Day, July 4\*
- (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 appointed by the Governor of the State of California and formally recognized by the Board of Supervisors of the County of Sonoma as a day of mourning, Thanksgiving or special observance.

*\*Date specific holidays.*

12.2 Elimination Of Floating Holidays And Holiday Eve Hours

The entitlement to and accrual of floating holiday and holiday eve hours is eliminated effective June 30, 2013. Hours accrued prior to the elimination of floating holiday

hours and holiday eve hours will remain in the Compensatory Bank, and may be taken as time off on a day mutually agreeable to the employee and the Department Head and may not be cashed out. Only an employee who is separated from County service shall be entitled to payment for any remaining hours with the Compensatory Bank at the employee's base hourly rate at the time of the employee's separation.

### 12.3 Holidays – Observed

If a date specific holiday listed in Section 12.1 falls on a Saturday, the preceding Friday shall be the County observed holiday. If a date specific holiday listed in Section 12.1 falls on a Sunday, the following Monday shall be the County observed holiday.

### 12.4 Holidays – Compensation For Holidays

For the purpose of this Section (12.4), holiday pay is defined as eight (8) hours of pay at the employee's base hourly rate, excluding overtime, premium pays or any other pays except as otherwise provided by this Memorandum.

- a. An employee regularly scheduled to work on either the actual date of a paid holiday or the date on which the holiday is observed is entitled to receive holiday pay. An employee who is regularly scheduled to work both the actual date of the paid holiday and the date on which the holiday is observed is entitled to receive only one (1) day of holiday pay.
- b. An employee who is required to work on a paid holiday shall not receive overtime for the time actually worked.

Any full-time employee whose regularly scheduled day off falls on a 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. This holiday benefit shall be reduced proportionally by any unpaid time in the pay period in which the holiday falls.

- c. Any part-time employee shall, for each holiday in the pay period, receive holiday pay equivalent to one-tenth (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 one-tenth (1/10) of an hour for each hour in paid status (excluding the holiday benefit). This holiday pay shall not exceed eight (8) hours for each holiday nor be less than three and two-tenths (3.2) hours for each holiday in the pay period.

### 12.5 Floating Holiday

Each regular, full-time employee will be granted eight floating holiday hours each calendar 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 may be taken at any time

during the calendar year, but may not be carried over into the next calendar 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 calendar year allocation.

**ARTICLE 13: VACATION**

13.1 Vacation – Maximum Accumulation

Employees shall accrue vacation at the rate specified in the table in Section 13.3, and the maximum accruals are as specified in the same table.

13.2 Vacation – 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.

13.3 Vacation – Accrual Rates

Each employee who has completed the following in-service hours shall accrue vacation at the appropriate rate shown below. In-service hours include all hours in paid status up to a maximum of eighty (80) hours in a pay period. In lieu of overtime, during each year employees have seven and one half (7 ½) days (60 hours) of Administrative Leave added to their vacation accrual. The equivalent days and the maximum accumulation columns below for employees include both vacation and administrative leave. Rates shown below will be adjusted to reflect any unpaid time in each pay period. The accrual rates and maximum accumulated hours are shown in the chart below. (The accrual rates shown below reflect the conversion of eight (8) floating holiday hours to vacation accrual.) To provide full credit for the elimination of floating holiday hours, the vacation accrual rates listed in the table below will be effective June 25, 2013.

VACATION ACCRUAL RATES					
Years Comp Full-Time Service	No. of Comp In-Service Hours	Vacation Accrual Per 80 In- Service Hours	Admin Leave	Total Equiv. (8 hr) Days	Maximum Accumulation
0 – 10	0 - 20,870	4.91	2.30	25.6	480
10 – 15	20,871 - 31,305	6.14	2.30	29.6	480
15 – 20	31,306 - 41,741	6.75	2.30	31.6	480
20 – 25	41,742 - 52,177	7.36	2.30	33.6	480
More than 25	52,178 or more	7.67	2.30	34.6	480

#### 13.4 Vacation Accrual Upon Reappointment

Each employee with 10,435 in-service hours (five (5) or more years) who resigned in good standing and is reappointed within two (2) years, shall be credited with 4,174 hours (2 years) of service for purposes of new vacation accrual. Each employee who was laid off and is reappointed within two (2) years shall be returned to the place on the accrual table (in Section 13.3, above) that the employee occupied when laid off.

#### 13.5 Vacation Schedules

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

#### 13.6 Payment For Unused Vacation

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

### **ARTICLE 14: SICK LEAVE**

#### 14.1 Sick Leave Benefit For Employees in Allocated Positions

##### 14.1.1 Accrual Rate:

Each full-time employee in a regular, allocated position, shall accrue and accumulate sick leave at the rate of 3.680 in-service hours for each completed eighty (80) paid in-service hours.

In-service hours include all hours in paid status excluding overtime. This accrual rate shall be adjusted to reflect any unpaid time in each pay period. Part-time employees, in allocated positions, shall be eligible to receive sick leave on a pro rata basis. Usage and accrual of sick leave benefits shall be governed by the same rules and regulations applicable to full-time employees. Employees shall document sick leave usage as provided in Section 14.3.

##### 14.1.2 Accrual – Restoration of Accrued Time:

When an employee separates from County employment, and returns to County employment within one year from the separation date, any accrued sick leave

remaining on account will be restored to the employee upon rehire, provided the time was not otherwise used, paid out, or converted to service credit. If the separation date is in the middle of the pay period, end of pay period date will apply.

#### 14.1.3 Change in Employment Status – Extra Help to Allocated

##### Extra Help to Allocated Position:

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

1. Extra Help sick leave hours must be used prior to using sick leave accrued as a regular employee;
2. Extra Help sick leave hours have no cash value; and
3. Extra Help hours are not eligible for conversion to service credit at regular retirement (pursuant to Section 14.4).

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

#### 14.2 Sick Leave Use

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

##### 14.2.1 Sick Leave Use – Non- FMLA/CFRA/PDL Leave:

Accrued sick leave for incidents other than FMLA/CFRA/PDL qualifying events may be used as follows:

- A. Employee Illness: during the employee's own incapacity due to illness or injury;
- B. Employee Treatment or Examination: during the time needed by the employee to undergo medical or dental treatment or examination;
- C. For Care of a Family Member: For diagnosis, care or treatment of an existing health condition of, or preventative care for the employee family member. For leave under this section 14.2.1, "family member" is defined as a:
  1. child (defined as biological, adopted, or foster child, stepchild, legal ward, or a child to who the employee stands in place of a parent, regardless of age or dependency status);
  2. parent (defined as a biological, adoptive, or foster parent,

stepparent, or legal guardian of an employee or the employee's spouse or registered domestic partner, or a person who stood in place of a parent when the employee was a minor child);

3. employee's spouse or registered domestic partner;
4. grandparent, grandchild, or sibling of the employee or the employee's spouse or registered domestic partner.

Sick leave use for family members listed 14.2.1c shall not exceed forty-eight (48) hours per occurrence unless extended by joint action of the employee's Department Head and the Director of Human Resources by reason of exceptional hardships. "Occurrence" means per illness or related incidents. The 48 hours do not have to be consecutive.

California "Kin Care" (Labor Code 233) provides that an employee may use an amount of paid sick leave each calendar year that is equal to the amount of time that would normally accrue in six month period, and may be used in the same manner as other sick leave described in this section 23.1.3.1. 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.

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

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

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

For FMLA/CFRA qualifying events to care for a covered family member incapacitated by illness or injury, 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 15.3 – Family Care and Medical Leave Under FMLA/CFRA.

### 14.3 Sick Leave Documentation

#### 14.3.1 Annual Period- Allocated Employees: 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.)

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

#### 14.3.3 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 sick leave. Reasonable medical evidence of incapacity shall be required for sick leave use of more than forty-eight (48) consecutive work hours duration.

14.3.4 Reasonable certification may be required, within a reasonable time after the absence, when an unscheduled absence occurs to obtain relief if the employee is a victim of domestic violence, sexual assault, or stalking, in accordance with Section 14.2(d) of this Agreement. Such certification shall be treated as confidential. Certification may be provided directly to Human Resources and shall not be disclosed to any person except to the affected employee, or as provided by law.

#### 14.3.5 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.

#### 14.4 Sick Leave Conversion At Regular Retirement

Each employee separating from County service on regular, non-disability retirement shall convert one-hundred percent (100%) of all unused sick leave remaining to the employee's credit at the time of retirement to retirement service credit as provided by Government Code Section 31641.03, excepting that Extra Help sick leave hours are not eligible for conversion to retirement service credit.

#### 14.5 Sick Leave Payoff At Regular Retirement

The County shall pay the monetary equivalent of twenty-five percent (25%) of all unused sick leave remaining to an employee's credit at the time of separation, computed on the basis of the employee's base hourly rate, 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 14.4 (Sick Leave – Conversion at Regular Retirement). Extra Help sick leave is not eligible for this provision.

#### 14.6 Sick Leave Distribution At Death Or Layoff

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

#### 14.7 Sick Leave Payoff At Disability Retirement

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

#### 14.8 Medical Examinations

The Department Head may direct any employee to undergo a medical examination to determine the employee's mental and physical capacity to perform the duties of the employee's position. A determination that an employee is or is not capable of performing the duties of the employee's position will be made available to the Department Head and the employee concerned. The examination shall be paid by the department.

**ARTICLE 15: MISCELLANEOUS LEAVES OF ABSENCE**

**15.1 Leaves Of Absence Without Pay Usage Reference Table**

Employees in regular, allocated positions will be required to use paid leaves before a Leave of Absence Without Pay (LWOP) as shown in the following table:

MISCELLANEOUS LEAVES				
Employees will be required to use paid leaves before a Leave of Absence Without Pay				
Event	Sick	Vacation	CTO	Comment
During the employee's own incapacity due to illness or injury	Yes, you may keep 40 hrs.	No	No	
When a woman employee is disabled by pregnancy.	Yes, you may keep 40 hrs.	No	No	
During the time needed by the employee to undergo medical or dental treatment or examination.	Yes, you may keep 40 hrs.	No	No	
When the employee's family member is incapacitated by illness/injury and the employee must care for him/her or for care, exam or treatment of a family member*.	Yes, you may keep 40 hrs	Yes	Yes	May keep 40 hrs. Any combination of Vacation & CTO
Section 15.3.2 – Non-sick FMLA/CFRA qualifying event (e.g., child bonding leave)	No	No	No	
Section 9.5 – Education Leave	No	Yes	Yes	Must use all Vacation & CTO
Approved undisclosed reason or extended vacation	No	Yes	Yes	Must use all Vacation & CTO
Section 15.8 – Sabbatical	No	Yes	Yes	Must use all Vacation & 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 & Medical Leave Act (FMLA)/California Family Rights Act (CFRA)

**15.2 Compassionate Leave**

Any full-time employee may be granted up thirty-two (32) hours of leave with pay, in the event of the death of a spouse, domestic partner, 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, and the mother or father of the employee or the spouse of the employee. Up to an additional eight (8) hours of sick leave may be granted to supplement compassionate leave. Where travel in excess of 300 miles one way from the employee's residence is required up to an additional one (1) of the employee's regular work days of sick leave may be used to supplement compassionate leave. Up to an additional forty (40)

hours of accrued vacation leave or accrued comp time off may be granted to supplement compassionate leave upon request.

A part-time employee shall be eligible for a pro-rated compassionate leave. Ongoing work schedule for purposes of this Section shall mean an average of the two (2) pay periods immediately preceding the need for compassionate leave or the employee's normal bi-weekly allocation of hours, whichever is greater.

### 15.3 Family Care And Medical Leave Under FMLA and CFRA

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

#### 15.3.1 Family Care And Medical Leave – Eligibility

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

#### 15.3.2 Family Care And Medical Leave – Entitlement

Subject to the provisions 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:

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

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

15.3.2.3 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 place of parent 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.)

15.3.2.4 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.)

- 15.3.2.5 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.

15.3.3 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 leave eligibility is separate from the "annual period" defined in 14.3.)

- 15.3.3.1 An eligible employee's entitlement 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.

- 15.3.3.2 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

15.3.4 Family Care And Medical Leave – Paid Status And Benefits

- 15.3.4.1 Except as provided in this Section, 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 for employees 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.

- 15.3.4.2 Nothing in this Section 15.3 shall preclude the use of medical or pregnancy disability leave in Section 10.6 (Medical/Pregnancy

Disability Leave) when the employee is medically incapacitated or disabled. If an employee does not qualify for continued benefits under this Section 15.3.3 or Section 10.6 (Medical/Pregnancy Disability Leave) and the employee wishes to continue benefit coverage, then Section 10.8 (Continuation of Health Benefits Coverage) applies.

15.3.5 Relationship Of Family Care and Medical Leave To Other Leaves

Any leave of absence that qualifies 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 15.1 identifies accrued paid leave which an employee may be required to use concurrently with unpaid family care and medical leave.

15.3.6 Family Care And Medical Leave – 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.

15.3.7 Family Care And Medical Leave –Notice To The County

15.3.7.1 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.

15.3.7.2 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.

15.3.7.3 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.

15.3.8 Family Care And Medical Leave – Medical Certification

15.3.8.1 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.

15.3.8.2 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.

15.3.8.3 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 health care provider that the employee is able to resume work.

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.

15.3.9 Family Care And Medical Leave – 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.

15.3.10 Family Care And Medical Leave – Dual Parent Employment

Where both parents are County employees, allowable leave for the birth, adoption, or foster care placement of a child or the care of an employee's ill parent is limited to a total of fifteen (15) work weeks in a 12-month period between the two employees. Their family care and medical leave entitlement is not limited or combined for any other qualifying purpose.

15.3.11 Family Care And Medical Leave – 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.

15.3.12 Family Care And Medical Leave – 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.

15.3.13 Family Care And Medical Leave – Minimum

This Section 15.3 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 15.3 provided it is consistent with this MOU, the applicable provisions of the Sonoma County Civil Service Rules and County leave policies.

15.4 Time Off For Donating Blood

If an employee does not have sufficient time outside of working hours to donate blood, subject to department operational needs, the employee may, without loss of pay, take off up to one (1) hour of working time twice a year for the purpose of donating blood. The employee shall give the department at least five (5) working days' notice that time off for donating blood is desired.

15.5 Court Leave

A full-time or part-time employee is entitled to 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 any 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 is outside the employee's assigned work schedule shall not be paid. If an employee's obligation as a witness expires on any workday with time remaining on the employee's work schedule, the employee will be obligated to return to work. These provisions do not apply to employees whose appearances are in the line of duty.

15.6 Jury Duty

The County of Sonoma encourages employees to perform services as jurors when summoned for jury duty by a court of competent jurisdiction. Any employee summoned for jury duty shall be entitled to full pay for the period of time as may be required to attend the court in response to a jury duty summons. An employee may retain any 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.

## 15.7 Voting

If an employee who is a registered voter does not have sufficient time outside of the employee's working hours within which to vote in any state-wide general or primary election, the employee may upon request, be granted so much working time off without loss of pay as will, when added to the employee's voting time outside the employee's working hours, enable the employee to vote. An employee may take off so much time which will enable the employee to vote, but not more than two (2) hours of which shall be without loss of pay; provided, that the employee shall be allowed time off for voting only at the beginning or end of the employee's regular working schedule, whichever allows the most free time for voting and the least time off from the employee's regular working schedule.

## 15.8 Sabbatical Leave – Requirements

### 15.8.1 Sabbatical Leave – Eligibility

The Department Head, within his/her sole discretion, may allow an employee a sabbatical leave from the employee's position with the County for a period not to exceed six (6) calendar months. Prior to commencing the leave, the employee must have served the equivalent of seven (7) years of full-time service in paid status. Each subsequent sabbatical leave shall require the equivalent of an additional seven (7) years of similar service. Any unpaid absence from work which lasted longer than two (2) full pay periods shall not be counted in the qualifying period.

### 15.8.2 Sabbatical Leave – Application

An 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 this Memorandum any County policy, resolution or rule.

### 15.8.3 Sabbatical Leave – Continuation of Benefits

During the sabbatical leave and notwithstanding any other section of this Memorandum, the employee shall not receive any regular salary or pay; however, the County shall continue to make its normal contributions for the employee's and their eligible dependents' health, dental, vision care, life, long-term disability benefits, and any other health and welfare benefits as may be granted 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 coverage during the period of the sabbatical leave.

## 15.9 Disaster Leave

When there has been a natural disaster of a magnitude that requires the Board of

Supervisors to Proclaim a County State of Emergency, the County will enact this disaster leave provision.

During the proclaimed emergency period and for up to one year from the termination of the said proclamation, County employees may donate accrued compensatory time and vacation leave to other County employees who have lost work time because they have been a victim of a disaster affecting their primary residence. For up to one year from the termination of said proclamation, impacted employees may use up to 320 hours of donated leave. Such donated time will not exceed the total amount of time lost by the receiving employee including vacation, compensatory time used and any unpaid leave incurred. Unused donated time at the expiration of the leave provision period will be returned to the donor.

## 15.10 Paid Parental Leave

### 15.10.1 Eligibility

Effective 10/1/18, 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.

### 15.10.2 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 pay 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 child must use sick leave down to 40 hours before using PPL.

#### 15.10.3 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. PPL does not need to be used when an employee is on leave for reasons other than bonding. To the extent CFRA leave is available, it will run concurrently with PPL.

#### 15.10.4 Implementation

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

### 15.11 Total Compensation Comparison

#### (A) County Attorney Classifications

If and when the County contribution to medical premiums is equivalent for all attorney classifications, the County agrees to compare total compensation data, excluding any additional compensation for any specialty duties (including but not limited to, on call or standby pay), for the County's attorney classifications.

Within sixty (60) days after the County's contributions to medical premiums is equivalent for all attorney classifications, the County and SCPA shall meet and confer regarding total compensation data with the objective of negotiating and reaching agreement on total compensation parity in relation to the relevant attorney classifications. Under no circumstances shall this result in a reduction in pay for SCPA members.

#### (B) Total Compensation Survey

For the 2019 successor Memorandum of Understanding, the County's total compensation survey shall include the same components surveyed in the Ralph Andersen & Associates July 2017 survey. It shall compare the Attorney IV level to other appropriate levels of attorney classifications.

The following counties will be used for comparison to Sonoma County: Alameda, Contra Costa, Marin, Napa, San Mateo, Solano, Sacramento, San Luis Obispo, Santa Cruz, and Santa Clara.

The benchmark market average will be determined by calculating the total

compensation of each benchmark classification within each agency within the composite list of ten agencies, then removing the agency showing the highest and the agency showing the lowest total compensation per benchmark classification.

## **ARTICLE 16: LAYOFF POLICY AND BENEFITS**

### **16.1 Layoff – Applicability**

The following layoff policy and benefits shall be applicable to regular full-time and part-time employees. Neither the layoff nor the decision to layoff shall be grievable under this Memorandum or any County grievance procedure, policy, rule or regulation.

### **16.2 Layoff – Notice**

An employee may be laid off from his or her job class and regular County service three (3) weeks (twenty one (21) calendar days) after formal, written notice has been presented or mailed to the employee at his or her last known address.

### **16.3 Layoff – Severance Period**

An employee who has received a formal written layoff notice, and who is unable to displace another County employee or secure other regular County employment, with the approval of the Department Head, may separate from County service after the eighth (8th) work day of the three (3) week notice period and receive his or her normal base salary for the hours he or she would normally be scheduled to work during the remainder of the three (3) week period.

### **16.4 Layoff – Medical Benefits**

For employees who continue to be laid off from County service, and lack medical coverage, the County will make its usual medical insurance contribution for the first six (6) pay periods following layoff and one half (1/2) its usual contribution for the next six (6) pay periods following layoff. Eligible employees will be offered the opportunity to continue coverage through COBRA. If/when this medical severance is offered concurrently with COBRA continuation coverage, the eighteen (18) month COBRA continuation period shall be extended by each month of medical severance coverage to a maximum of twenty four (24) total months.

## **ARTICLE 17: RETIREMENT**

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

In addition to any other retirement buyback provision authorized by law and applicable rules of the Sonoma County Employees' Retirement Association ("SCERA"), 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 to the extent allowed

by Government Code Sections 7522.46, 31641.1 and 31641.2 and other provisions of law, during the term of this Memorandum.

17.2 Retirement – Employees Hires On Or Before December 31, 2012 Or Qualified For Pension Reciprocity

This Section 17.2 (including subsections) shall apply to employees hired on or before December 31, 2012, who are or become contributing members of the SCERA, or who are hired after that date and qualified for pension reciprocity as stated in Government Code Section 7522.02(c) and any related SCERA reciprocity requirements.

17.2.1 Final Compensation Based On Single Year

For purposes of determining a retirement benefit, final compensation for employees covered by this Section 17.2 shall mean the average annual compensation earnable by the member as specified in Government Code Section 31462.1.

17.2.2 3% @ 60 Pension Formula

The 3.0% at 60 pension formula shall be available to employees covered by this Section 17.2 who are contributing members of the SCERA.

17.2.3 Required Employee Contribution

SCERA members covered by this Section 17.2 will contribute the amount required by SCERA as employee contributions, and shall pay an additional 3.03% of pay, pretax, to their employee retirement account. This 3.03% of pay contribution of the employee's pensionable compensation shall be paid as part of the County's contribution to pay for the unfunded accrued actuarial liability resulting from past service. This additional 3.03% contribution will continue until July 2024. Employees also shall pay a pretax statutory contribution of approximately 1.0% or slightly more, contingent upon age of entry into the retirement system.

17.2.4 Employee Cost Share – 50% of Normal Cost

a. Effective the first full pay period following July 1, 2016, and subject to Sonoma County Employees Retirement Association (SCERA) Board approval of the cost share arrangement under the terms described herein, active County General legacy members of SCERA will contribute one third of the actuarially determined difference between the average General legacy employee retirement rate (exclusive of the 3.03% payroll contribution toward the UAAL described in section 17.2.3 of the MOU) and one half the total normal cost ("total normal cost" includes both employer and member shares) calculated as an average for General legacy Members of the Sonoma County Employees Retirement Association (SCERA) covered by this Section 17.2 based on rates of all active County General legacy

members, with the difference computed to a factor and applied equally to all legacy members. Such legacy employees will receive a lump sum benefit allowance as reimbursement for this pension cost share arrangement each pay period equal to the dollar value of the deduction described in this paragraph, less any required taxes.

b. Effective the first full pay period following July 1, 2017, and subject to Sonoma County Employees Retirement Association (SCERA) Board approval of the cost share arrangement under the terms described herein, active County General legacy members of SCERA will contribute an additional one third (for a total of two thirds) of the actuarially determined difference between the average General legacy employee retirement rate (exclusive of the 3.03% payroll contribution toward the UAAL described in section 17.2.3 of the MOU) and one half the total normal cost ("total normal cost" includes both employer and member shares) calculated as an average for General legacy Members of the Sonoma County Employees Retirement Association (SCERA) covered by this Section 17.2 based on rates of all active County General legacy members, with the difference computed to a factor and applied equally to all legacy members. Such legacy employees will receive a lump sum benefit allowance as reimbursement for this pension cost share arrangement each pay period equal to the dollar value of the deduction described in this paragraph, less any required taxes.

c. The lump sum benefit allowance described in Sections 17.2.4 (a) and (b) will not be included in wages for computations of overtime, pension benefits or for any County benefit related purpose. The parties acknowledge that the negotiated cost share arrangement is subject to the approval of the Sonoma County Employees Retirement Association (SCERA) Board. In the event SCERA does not accept the purpose of the lump sum benefit as described herein, if SCERA deems the benefit allowance as pensionable compensation, or if the pension reimbursement is determined to be taxable beyond FICA and Medicare taxation, the parties agree that this provision shall cease to be implemented and the parties will reopen this section of the contract to meet and confer on a replacement pension cost share arrangement, subject to mutual agreement of the parties.

17.3 Retirement – Employees Hired On Or After January 1, 2013

This Section 17.3 (including subsections) shall apply to employees hired on or after January 1, 2013, who are or become contributing members of the SCERA and who do not qualify for pension reciprocity as stated in Government Code Section 7522.02(c).

17.3.1 Final Compensation Based On Three Year Average

As required by Government Code Section 7522.32, effective January 1, 2013, for the purposes of determining a retirement benefit for SCERA members covered by this Section 17.3, final compensation shall mean the highest average annual pensionable compensation earned during 36 consecutive months of service.

17.3.2 2% @ 62 Pension Formula

As required by Government Code Section 7522.20, the 2.0% at 62 pension formula shall be available to employees covered by this Section 17.3 who are contributing members of the SCERA.

17.3.3 Required Employee Contributions

As required by Government Code Section 7522.30(c), SCERA members covered by this Section 17.3 shall pay 50% of normal costs. In addition, SCERA members covered by this Section 17.3 shall pay 3.03% of the employee's pensionable compensation toward the County's employer contribution to retirement costs. This additional 3.03% contribution shall continue until July 2024.

**ARTICLE 18: MISCELLANEOUS PROVISIONS**

18.1 Employment In More Than One Position

Except for working elections as provided by resolution of the Board of Supervisors, no person employed in a regular position may be employed by the County of Sonoma in any other regular, temporary or seasonal position, nor shall any person be employed by the County in two (2) or more part-time positions which will, in combination, provide for more than forty (40) hours of regularly scheduled work in any calendar week.

18.2 Continuous Service

No paid absence under any provisions of this Memorandum shall be considered as a break in service for any employee who is in paid status during the absence. All benefits which, under the provisions of this Memorandum, accrue to employees who are in paid status shall continue to accrue during such absence.

### 18.3 Personal Property

Upon recommendation of the appointing authority, 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, and as amended by Board of Supervisors Resolution No. 90-0721 dated April 24, 1990.

### 18.4 Direct Deposit

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

### 18.5 Discrimination Prohibited – EEO

Provisions of this Memorandum of Understanding shall be equally applied to all employees in the unit without unlawful discrimination as to race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, or sexual orientation. The parties agree that the prohibition against sexual discrimination include sexual harassment. The County and the Association shall equally 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.

### 18.6 Conflict Of Interest/Incompatible Activities

#### 18.6.1 Conflict Of Interest

Each affected employee shall be furnished with a copy of the Conflict of Interest Code adopted for the Department.

#### 18.6.2 Incompatible Activities

The Department Head shall determine which specific activities are incompatible subject to approval by the Board of Supervisors. Employees who violate the department policy are subject to disciplinary action, up to and including termination. The department incompatible activities policy includes notice and appeal procedures, as well as the following prohibitions: Employment for compensation which is in conflict with the employee's County duties; outside employment involving the use of County time,

facilities, equipment or supplies; compensation for work which an employee would ordinarily be required to perform in the course of County duties; performance of work that will later be subject to the control, inspection, or enforcement of another employee in the County; outside employment for which time demands render performance of County duties less efficient.

#### 18.7 Distribution Of Memorandum of Understanding

This Memorandum of Understanding is available on-line at the County's internet and intranet sites.

#### 18.8 MOU – Invalidation Of Article/Section

If during the term of this Memorandum, any provision 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 of this Memorandum shall be restrained by any tribunal, the provision of this Memorandum shall be immediately suspended and be of no effect so long as the law, rule, regulation, or order shall remain in effect. Any invalidation of a part or portion of this Memorandum shall not invalidate any remaining portion which shall continue in full force and effect.

##### 18.8.1 MOU – Replacement Of Suspended Or Invalidated Provision

In the event of suspension or invalidation of any provision of this Memorandum, 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 the provision.

#### 18.9 Health Care Reform Reopener

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

#### 18.10 Domestic Partner

##### 18.10.1 Domestic Partner Defined

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 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.

18.10.2 Termination Of Domestic Partnership

A member of a domestic partnership may provide notice of the end of said relationship by filing a statement with the County. In the statement, the person filing must affirm, under penalty of perjury, that 1) the partnership is terminated and 2) a copy of the termination statement has been mailed to the other partner.

18.10.3 New Statements Of Domestic Partnership

No person who has filed an affidavit of domestic partnership may file another such affidavit until six (6) months after a statement of termination of the previous partnership has been filed with the County. This requirement does not apply if the earlier domestic partnership ended because of the death of either partner.

18.11 Favored Nations

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

**ARTICLE 19: GRIEVANCE PROCEDURE**

19.1 Purpose

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

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

## 19.2 Definitions

### 19.2.1 Grievance

A grievance is a claim by an employee, a group of employees, or the Association on behalf of an employee(s), concerning the interpretation, application or an alleged violation of an expressed provision of this Memorandum. All other complaints are specifically excluded from this procedure including but not limited to, complaints which arise from the following: all disciplinary actions; all matters concerning employment examinations; all other matters subject to the jurisdiction of the Civil Service Commission; performance review appraisals or denial of a merit increase, except as provided in Section 6.17.4 and any provision of this Memorandum specifically identified as not grievable.

### 19.2.2 Day

“Day” shall mean a regular County business day, Monday through Friday, 8 a.m. to 5 p.m.

### 19.2.3 Grievant

A “grievant” shall mean an employee, a group of employees or the Association who in good faith has an actual grievance with County over a grievable matter as defined in Article 19.2.1 above.

The Association may file a grievance without naming an individual employee in the grievance provided the grievance alleges a violation of a right or benefit granted the Association under Article 5, Association Rights, of this Memorandum.

## 19.3 Representation

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

## 19.4 Initiation Deadline

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

## 19.5 Time Limits

Time limits specified in each step of the procedure shall be strictly observed and may

be extended only by mutual agreement of the parties in writing. Failure of a grievant to observe a time limit shall terminate the grievance. Failure of the County representative to whom the grievance is submitted to observe the time limits shall give the grievant the right to move the grievance to the next level.

#### 19.6 First Step

The grievance shall first be discussed on an informal basis by the grievant with the employee's immediate supervisor within ten (10) days from the date of the action causing the grievance as provided above. The immediate supervisor shall respond within ten (10) days. Every effort shall be made by the parties to resolve the grievance at this level and may include conferences among supervisory or administrative personnel. Discussions will be held whenever possible during the grievant's work hours.

#### 19.7 Second Step Grievance

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

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

#### 19.8 Second Step Response

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

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

#### 19.9 Third Step Grievance

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

#### 19.10 Third Step Response

Within ten (10) days after receiving the completed grievance form, the person occupying the next higher level of supervision together with the Department Head, or representative, shall meet with the grievant and thoroughly discuss the grievance. The Department Head shall give a written decision to the grievant within fifteen (15) days after the discussion and send a copy of the decision to the Employee Relations Manager.

#### 19.11 Mediation

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

#### 19.12 Arbitrable Grievances

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

#### 19.13 Selection Of Arbitrator

Following completion of the third step of the grievance procedure, if the grievance is subject to arbitration and remains unresolved, the Association on behalf of the grievant may request arbitration. The request for arbitration must be given to the County Counsel and the Employee Relations Manager in writing within 15 days of the receipt of the response from Step Three. An arbitrator may be selected by mutual agreement of the Association and County.

#### 19.14 Arbitration Panel – Selection Of Arbitrator

If the County and the Association are unable to reach a mutual agreement on the selection of an arbitrator within 24 calendar days from the date the request for arbitration is submitted to County Counsel and the Employee Relations Manager (Section 19.13), the arbitrator next on this list of qualified arbitrators shall be automatically appointed. Once an arbitrator has been appointed and utilized for an arbitration, that arbitrator shall be placed at the bottom of the list.

Chris Burdick  
Fred D’Orazio  
Carol Vendrillo  
Luella Nelson  
Barry Winograd

Both the Association and the County shall have one preemptory challenge per arbitration. No party shall have more than one preemptory challenge per arbitration.

In the event that such a challenge is made, the parties agree that the arbitrator next in order on the panel list shall be automatically appointed.

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

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

#### 19.15 Arbitration Issues

The parties shall, within 30 days following the receipt of a written request for arbitration, exchange in writing their understanding of the questions to be submitted to arbitration. Thereafter, the parties to the arbitration shall use their best efforts to exchange a written summary of the evidence they intend to offer and to reach agreement on and reduce to writing the question or questions to be submitted to arbitration. The agreed upon question or questions, if agreement is reached, together with the exchanged summaries of evidence and a list of witnesses to be used by each side, shall be submitted to each other and the arbitrator five (5) days prior to the arbitration hearing.

#### 19.16 Arbitrator's Authority

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

#### 19.17 Binding/Non-Binding Decision

The decision of the arbitrator rendered consistent with the terms of this Memorandum shall be binding upon the Association. To the extent that the award of the arbitrator is not in excess of \$100,000 it is binding on the County. To the extent that the award exceeds \$100,000 per individual grievant, it is advisory. If within sixty (60) days of receiving notice of decision and award requiring an expenditure in excess of \$100,000,

final action is not taken by the County to implement it, then the arbitrator's decision and award shall have no force or effect whatsoever as to the amount in excess of \$100,000. The Association may then resort to a court of competent jurisdiction to pursue whatever other legal remedies are available to it under the provisions of this Memorandum.

19.18 Arbitrator's Decision Due

Unless the parties agree otherwise, the arbitrator shall render the decision in writing within 30 days following the close of the hearing. The decision of the arbitrator is final as described in Section 16.16. If requested by either party, the decision shall be accompanied by findings of fact and conclusions of law.

19.19 Arbitration Expenses Shared

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

**ARTICLE 20: AGENCY SHOP SERVICE FEE**

20.1 Association – Fair and Equal Representation

It is recognized that the Association must provide fair and equal representation to all employees in all represented classes without regard to Association membership or non-membership.

20.2 Agency Shop – Service Fee

As a condition of employment, all represented employees must be members or service fee payers of the Association. If any employee does not voluntarily apply for membership or service fee status within 45 days of the effective date of this Section or within 45 days of beginning work, whichever is later, the County shall enroll the employee as a service fee payer automatically and by default. The County shall deduct the service fee from the employee's paycheck.

Payroll deductions shall be made bi-weekly. However, the initial deduction for any employee shall not begin unless either a voluntary authorization for deduction of Association dues or a service fee has been properly executed or the 45-day application period for considering voluntary enrollment has expired. Changes in the amount of the monthly membership dues must be delivered to the Auditor-Controller, Payroll Division, at least thirty (30) calendar days prior to the last pay day of the calendar month prior to the change becoming effective.

A represented employee may revoke his/her voluntary authorization for deduction of Association dues only as provided in Article 20.17 (Maintenance of Membership) of this MOU. Any represented employee who revokes his/her voluntary authorization for membership shall be immediately enrolled as a service fee payer. All sums deducted by the County shall be remitted to the Association at an address given to the

County by the Association, by the tenth (10) calendar day following the pay period when the deductions were made, together with a list of names and the amount deducted for each employee for whom a deduction was made. The County will also notify the Association of the name of each employee who revokes his "Voluntary Authorization for Deduction of Association Dues." This does not apply to "Special Assessments or penalties" levied by the Association that are over and above the regular paid dues.

The County shall not be liable to the Association by reason of the requirements of this Article for the remittance or payment of any sum other than that constituting actual deductions made from the pay earned by the employees. In addition, the Association shall indemnify and hold the County harmless from any liability resulting from any and all claims, demands, suits or any other action arising from compliance with this Article or in reliance on any list, notice, certification or authorization furnished under this Article.

### 20.3 Agency Shop – Religious Exemption

Any employee who is a member of a religious organization whose traditional tenets or teachings include objections to joining or financially supporting employee organizations shall not be required to join or financially support the Association. Such employee(s) shall execute a written declaration that the employee is a member of a bona fide religion, body or sect which holds a conscientious objection to joining or financially supporting any public employee organization as a condition of employment. Such employee(s) shall pay, in lieu of a service fee a sum equal to such fee to a non-religious, non-labor charitable fund(s) exempt from taxation, chosen by the employee from those charities listed with the charitable federations that participate in the County's combined fund drive.

### 20.4 Agency Shop – Separation From Unit – Exception

The provisions of Section 20.2 above shall not apply during periods of separation from the bargaining unit by any employee otherwise subject to the Article but shall reapply to such employee following the first full pay period following the return of the employee to the bargaining unit. The term "separation" includes layoffs, and leaves of absence of a duration of more than one (1) full pay period, whether paid or unpaid and for any reason, including disability.

### 20.5 Agency Shop – Chargeable Costs

To the extent authorized by law, the costs of its collective bargaining activities shall be considered by the Association when making a determination of the amount of the agency shop service fee authorized by this Article. Examples of chargeable costs include but are not limited to (1) expenditures for labor contract negotiations (e.g., the fees and expenses of the Association representative and staff support, including research of and preparation for negotiating matters within the scope of representation); and (2) expenditures for administration of contracts (e.g., meetings and discussions with management concerning grievances under the contracts, meetings with employees as part of grievance resolutions, and costs of representatives

for arbitrations and staff support including research and preparation).

20.6 Agency Shop – Non-Chargeable Costs

Currently, the following activities are not included in the calculation or determination of the agency shop service fee:

- a) lobbying or other political activity except as authorized by law;
- b) payments to affiliates, except for chargeable costs as authorized by law;
- c) social activities except as authorized by law;
- d) charitable and philanthropic activities;
- e) insurance and other benefit programs except as authorized by law; and
- f) any cost that, by law, cannot be included in a agency shop service fee.

20.7 Agency Shop – Advance Reduction Of Service Fee

No agency shop service fee shall be collected from any employee until non-chargeable costs have been deducted from its amount.

20.8 Agency Shop – Notice Of Service Fee

All enrolled service fee payers shall receive annual written notice sent by certified mail from the Association, which includes legally adequate audited information concerning the breakdown of “chargeable” and “non-chargeable” expenses, a reasonably prompt opportunity as provided below to challenge the amount of the fee before an impartial decision-maker, and an escrow shall be set up by the Association for the amounts reasonably in dispute while such challenges are pending. Specifically, such notice shall, at a minimum, include:

- a) An accounting report prepared, signed and verified by an independent auditor, who is a certified public accountant, for the overall purpose of providing an itemization of the expenditures of the Association in detail necessary for an employee reasonably to be able to determine what the Association spends on both chargeable items and non-chargeable items, and consider whether expenses designated as chargeable are related to the Association’s collective bargaining functions. However, this requirement can be met without requiring or allowing non-members or the County to become the Association’s auditors. The accounting will utilize data from the prior fiscal year. At a minimum, this accounting report must:
  - (1) state the amount of the agency shop service fee and provide an overview of how the accounting reports were translated into calculation of this fee;
  - (2) disclose the Association’s major categories of expenses, including employee compensation, specifying the actual expenditures within each category and the

amount spent in each expenditure for chargeable items and non-chargeable items;

- (3) each major category and the allocations of expenditures therein for chargeable and non-chargeable expenses must be verified by the Auditor;
- (4) disclose what percentage of total Association expenditures is allocable to chargeable items and what percentage is allocable to non-chargeable items;
- (5) state the total sum of money the Association pays affiliates and demonstrate what percentage of such money is used for chargeable and what percentage is used for non-chargeable activities;
- (6) disclose what percentage of regular membership dues is allocable to chargeable items and what percentage is allocable to non-chargeable items and, consequently, what percentage of dues will be collected as the agency shop service fee;
- (7) explain the methodology used in producing this accounting report.

To enable the independent auditor to prepare the accounting report, the Association shall provide the auditor access to all records reasonably necessary for such a preparation, including a record of the employee's activities in sufficient detail to enable the auditor to make the necessary determinations of chargeable or non-chargeable. In the event that payments are made to any other organization, the auditor shall be provided access either to such organizations' records or relevant audited financial statements when reasonably necessary to prepare the above accounting.

- b) Instructions on filing a challenge to the amount of the agency shop service fee with the Association, which, at a minimum, shall provide as follows:
  - (1) non-members who wish to challenge collection of the agency shop service fee because the amount identified allegedly contains expenditures for non-chargeable activities must file an objection letter with the Association within 30 calendar days of receipt of notice (notice shall be rebuttably presumed to have been received no later than five (5) calendar days after it is postmarked). A non-member may file a letter by presenting it to the Association business office in person or by certified mail, return receipt requested. The non-member shall provide a copy of the letter to the County's Employee Relations Manager within three (3) calendar days of its filing with the Association;
  - (2) the letter shall be signed by the challenger or the challenger's agent under penalty of perjury and must state with specificity the particular expenditures being challenged, and the grounds for such challenge. The letter must contain the name and mailing address of the challenger;
  - (3) during the pendency of the challenge, the amount of the agency shop service fee reasonably in dispute shall be placed in an escrow account established by the Association;

- (4) within 30 calendar days after receipt, the Association shall schedule a date for arbitration, which shall be conducted in accordance with procedures established by American Arbitration Association. Pending the commencement of arbitration, the Association and the challenger may, by mutual agreement, attempt to resolve the dispute informally;
- (5) the arbitrator shall be selected in accordance with the procedures of the American Arbitration Association;
- (6) the Association shall have the burden of proving that the fee amount complies with this Article and applicable law; and
- (7) The costs of the arbitrator and court reporter, if any, shall be borne entirely by the Association. The challenging employee shall be responsible for his/her costs including but not limited to attorney fees and copies of the court reporter's original transcript.

## 20.9 Agency Shop – Association's Constitutional Obligations

### 20.9.1 Agency Shop – Acknowledgment Obligations

It is recognized that this agency shop provision affects sensitive and important political speech and associational rights of county employees, which are protected by the First Amendment of the U.S. Constitution. In an effort to ensure that these rights are not infringed, this Article sets forth procedures and requirements that the Association must, at a minimum, follow. Nothing in this Article or any other, however, relieves the Association of taking whatever additional action may legally be required to protect the constitutional rights of employees who are subject to an agency shop service fee under this Article. The Association also acknowledges that the law in this area is constantly evolving, and therefore, recognizes that it has an ongoing obligation to monitor relevant legal developments, including the case law on this subject, and to adapt its conduct in implementing this Article as required. The Association also recognizes that it is foreseeable that the employees subject to the agency shop service fee may suffer damages if this Article is not carried out in accordance with the First Amendment. For this reason, and others, the County has strongly encouraged and still does strongly encourage the Association to consult with competent legal counsel throughout the term of this contract over the implementation of this Article.

### 20.9.2 Agency Shop – Non-Discrimination

No employee shall be discriminated against or harassed on the basis of his or her status as a non-Association member or a non-Association agency shop service fee payer. Reasonable communication regarding the Association and/or Association membership shall not be considered discrimination or harassment under this Article.

20.10 Agency Shop – Service Fee – Part-Time Employees

The financial obligations of employees who work less than full-time are subject to the agency shop service fee provisions of Section 20.2 above. The agency shop service fee shall be set on a pro rata basis expressed as a percentage of salary.

20.11 Agency Shop – Notice Of New Employees

The following provisions will apply regarding notice of new employees:

- a) The County shall provide the Association with the names and addresses of new employees each pay period.
- b) Association officers shall be authorized to receive the names and addresses of new employees each pay period from the departmental payroll clerk.
- c) The names and addresses provided the Association shall be kept confidential.

20.12 Agency Shop – Indemnification

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

20.13 Agency Shop – Rescission Of Provision

The implementation of the provisions of this Article shall not prohibit or restrict an election to rescind this provision as provided by Government Code Section 3502.5. This agency shop provision may be rescinded pursuant to Government Code Section 3502.5 or its successor provision.

20.14 Agency Shop – Recordkeeping And Reporting

The Association shall comply with the financial record-keeping and reporting requirements of Government Code Section 3502.5(d) or its successor provision.

20.15 Agency Shop – Violation Of Article 20

If a court finds the implementation of this Article in violation of constitutional law, the Association shall have sixty (60) days to comply with the Court's order or the County may thereafter cancel Article 20. In the interim, all collections of agency shop service fees by way of payroll deductions by the County shall be suspended, except as allowed by the Court. Also except as allowed by the Court, no unpaid agency shop fee that would otherwise have been due during the time such violation existed may be collected retroactively after the violation was corrected.

20.16 Agency Shop – Non-Arbitrability Of

Except as provided below, Article 20 shall be grievable and arbitrable under Article 19 of this agreement.

The following are not grievable nor arbitrable under this agreement:

- a) the adequacy of the Association’s notice required by Section 20.8 above; and/or
- b) other issues bearing on the constitutionality of the Association’s collection of an agency shop service fee as prescribed by the courts.

Disputes regarding the amount of the agency shop service fee shall be arbitrable under this memorandum but only pursuant to Section 20.8 above.

20.17 Maintenance Of Membership

On the date this agreement is executed, all Association members who had Association deduction authorizations on file with the Auditor-Controller-Treasurer-Tax Collector or the Association, or who may thereafter authorize in writing the deduction of their Association dues, shall remain on payroll deduction for the term of this Memorandum or so long as they are members of the representative units. Association members may terminate payroll deductions of dues at the expiration of this Memorandum by giving written notice to the Association during a one-month period between 90 and 60 days prior to the expiration of the term. The Association agrees to indemnify, defend and hold harmless the County, its officers, agents and employees from any claim, liability or damage arising from this provision.

**ARTICLE 21: FULL PERFORMANCE**

21.1 No Strike Obligation

The Association and all employees covered by this Memorandum agree that it and they shall abide by and uphold all laws. In addition, the Association agrees that all employees represented by the Association shall not during the terms of this Memorandum withhold work in any manner or form or fail to fully and faithfully perform all duty assignments given them individually or collectively by the County. This covenant by the Association is a material inducement to the County’s execution and ratification of this Memorandum, and is a condition precedent to the continued performance by the County of its obligations under this Memorandum. The County may discipline any employee covered by this Memorandum who violates this provision.

21.2 No Lockout

County also acknowledges its continuing responsibilities to its employees and agrees that during the term of this Memorandum it will not “lock out” employees covered by this Memorandum.

## **ARTICLE 22: FULL UNDERSTANDING, MODIFICATIONS AND WAIVER**

### **22.1 MOU – Full Understanding**

This Memorandum is intended both as the final expression of the agreement between the parties with respect to the included terms and as a complete and exclusive statement of the terms of the Memorandum. No amendment, alteration, understanding, variation, waiver or modification of any of the terms or provisions of this Memorandum shall in any manner be binding on the parties unless made and executed in writing between the parties and approved and implemented by the County's Board of Supervisors.

### **22.2 Full And Unqualified Meet And Confer Waiver**

Except as specifically provided in this Memorandum, the Association voluntarily and unqualifiedly waives its right to and releases the County, during the terms of this Memorandum, from any obligation to meet and confer on any subject or matter contained in this Memorandum or with respect to any subject or matter not specifically referred to, or covered in this Memorandum, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this agreement. In exchange for the terms and conditions expressed in this Memorandum, Association acknowledges that County has fulfilled its obligations under Government Code Section 3505 for the full term of this agreement.

### **22.3 Non-Precedent Setting**

The failure of either party to this agreement to seek enforcement of any of the terms or conditions contained in this MOU shall not constitute a precedent in the future enforcement of any or all of the terms and provisions of this Memorandum.

### **22.4 No Limit On Civil Service Commission Authority**

Nothing in this Memorandum 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.

### **22.5 Full Force And Effect**

The County and the Association agree that any policy, procedure, rule, regulation, benefit, or form of compensation including salary that is changed or modified by the terms and conditions of this Memorandum is repealed in its entirety, and that this Memorandum is in full force and effect on the date of the Board of Supervisors implements it.

**ARTICLE 23: ENACTMENT**

The Board of Supervisors will amend its written policies and take other appropriate action by resolution or otherwise in order to give full force and effect to this Memorandum. The below named representatives of the County and the Association agree to recommend the Board's implementation of this Memorandum of Understanding:

COUNTY OF SONOMA

SONOMA COUNTY  
PROSECUTORS' ASSOCIATION

/s/Heather Coffman  
Heather Coffman, Chief Negotiator  
Liebert, Cassidy, Whitmore

/s/ Matthew Finnegan  
Matthew Finnegan, Chief Negotiator  
Teamsters Local Union 856

/s/ Jennifer Stockinger  
Jennifer Stockinger, HR Analyst

/s/ Robert Maddock  
Robert Maddock, President, SCPA

DATE March 2019

/s Peter Finn  
Peter Finn, Secretary-Treasurer,  
Teamsters Local Union 856

**Appendix A – SALARY TABLES**

**SONOMA COUNTY PROSECUTORS' ASSOCIATION -Unit 0045**

Job Code	Job Class		<b>A Step</b>
4005	Deputy District Attorney I		\$41.34
4010	Deputy District Attorney II		\$45.42
4015	Deputy District Attorney III		\$52.26
4020	Deputy District Attorney IV		\$58.84
4041	Child Support Attorney I		\$41.34
4042	Child Support Attorney II		\$45.42
4043	Child Support Attorney III		\$52.26
4044	Child Support Attorney IV		\$58.84

**APPENDIX B**  
**DEPARTMENTAL GRIEVANCE PROCEDURE**

The following grievance procedure is available to employees in the District Attorney and Child Support Attorney Non-supervisory bargaining unit represented by the Sonoma County Prosecutors' Association ("Association").

Section 1. DEFINITIONS:

- a. **GRIEVANCE:** A grievance is a complaint by an employee, a group of employees, or by the Association on behalf of an employee(s) ("grievant") concerning an alleged violation or misapplication of one or more of the written departmental policies affecting an employee's terms and conditions of employment and within the scope of representation as defined by Government Code 3504 and the County's Employee Relations Policy. All other matters are excluded from the definition of grievance and from this grievance procedure, including but not limited to:
1. complaints concerning matters which are specifically covered by the Memorandum of Understanding (MOU) whether or not they are subject to the MOU grievance procedure;
  2. complaints, the resolution of which would require a change in or an amendment to law, ordinance, or the resolutions, rules or regulations of the Board of Supervisors;
  3. discrimination complaints which are subject to the County's Equal Opportunity Discrimination Complaint Procedure;
  4. dismissals, suspensions, demotions, and reductions in compensation; and
  5. in addition to (4), above, all other matters appealable under the Civil Service Ordinance and/or the Rules of the Civil Service Commission.
- b. **GRIEVANCE PROCEDURE:** This grievance procedure is the exclusive method by which a grievant, including the Association, may seek management action to relieve or eliminate a grievance as defined above.
- c. **GRIEVANCE APPEALS COMMITTEE:** A Grievance Appeals Committee of three (3) members shall be a forum for consideration of grievances. Committee members shall be composed as follows:
1. One (1) person selected by the Association.
  2. The Director of Human Resources or designee.
  3. The third member of the Committee shall be mutually selected by the first two Committee members. The third member of the Committee must be selected within ten (10) days of the day the first two members were selected. If the first two Committee members are unable to agree upon a selection, then the first two Committee members shall strike names off of a list of the current members of the County Civil Service Commission until only one name remains, who shall be the third member of the Committee. The order of striking shall be determined by a coin toss. No Committee member may be selected who

is employed in the Office of the District Attorney. Committee members shall select a chairperson. The Human Resources Department shall provide secretarial services to the Committee. The Committee shall meet on call of its chairman and with mutual agreement, as to date and time of the meeting, among the grievant, the department head and the other Committee members. Deliberations of the Committee shall be informal, confidential and provide a full and fair hearing of the grievance and proposed solutions without formal rules of evidence or a stenographic or electronic recording of the proceedings.

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

Section 2. REPRESENTATION: An employee may be represented in any step of this grievance procedure by a representative of the Association. No member of the Grievance Appeals Committee may represent the grievant.

Section 3. DISCRIMINATION: No employee shall be subjected to discrimination, coercion, restraint, or reprisal by reason of the employee’s good faith utilization of this grievance procedure.

Section 4. TIME OFF: Reasonable time off without loss of regular pay from normal County work duties shall be accorded to an employee for the purpose of presenting a grievance, representing the grievant in a grievance proceeding or serving as a member of the Grievance Appeals Committee subject to the condition that before leaving the employee’s usual duties the employee shall obtain the permission of the employee’s immediate supervisor. Such permission shall not be unreasonably withheld.

Section 5. INFORMAL GRIEVANCE PROCEDURE: It shall be the mutual responsibility of employees and management to endeavor to resolve grievances informally at the lowest practicable level of management. To this end, the grievant shall first present the grievance to the grievant’s immediate supervisor in an informal meeting within ten (10) days after the occurrence of the circumstances giving rise to the grievance or when the grievant first actually knew, or could have reasonably known of them. The grievant may request the meeting be held at any reasonable time, and the supervisor shall meet with the grievant as soon as reasonably practicable after receipt of the request. In the meeting, the grievant and the supervisor shall review the grievance.

The employee shall fully and fairly explain: the alleged action or inaction by the employee’s department which caused grievance; the written departmental policy allegedly violated by the department; and the remedy the grievant believes will resolve the grievance. The parties shall cooperate in seeking a resolution of the grievance. If questions beyond the scope of the supervisor’s authority or knowledge are involved, the supervisor may consult the supervisor’s superiors or other County officers. The supervisor shall present an informal, oral decision with supporting reasons to the grievant within ten (10) days after the meeting.

Section 6. FORMAL GRIEVANCE PROCEDURE: An employee whose grievance is not satisfactorily resolved by the informal procedure described in Section 5 may institute a formal grievance. The formal grievance shall conform to the following:

- a. All formal grievances shall be in writing on the form included in this Appendix;
- b. Within five (5) days after receipt of the supervisor's oral decision in the formal proceeding, the grievant may file a formal grievance on the form prescribed. The grievant shall provide the necessary information called for at the top of the form and in Steps I and II of the grievance form in clearly legible writing, printing, or typing. The grievant shall file the original form with the immediate supervisor;
- c. The immediate supervisor shall meet with the grievant within five (5) days after filing of the grievance form for discussion of the formal grievance. The immediate supervisor shall complete "Supervisor's Decision" portion of the form and return it to the grievant within seven (7) days after their meeting. A copy of the supervisor's decision and attached grievance documents shall also be filed with the Human Resources Director;
- d. The grievant may appeal the decision of the immediate supervisor by completing the first part of Step III of the grievance form and filing it with the next higher level of supervision (identified by the Department Head) and to the Department Head within seven (7) days after receipt of the supervisor's decision. The functions of the Department Head may be performed by the Department Head's duly authorized representative;
- e. The person occupying the next higher level of supervision together with the Department Head, or representative, shall meet with the grievant within ten (10) days after filing of the appeal for discussion of the grievance. The Department Head shall complete the rest of the Step III "Department Head's Response" and return it to the employee within fifteen (15) days after the meeting. A copy of the Department Head's response and any attached grievance documents shall also be filed with the Human Resources Director;
- f. The grievant may appeal the decision of the Department Head by filing a written request for an appeal to the Human Resources Director within fifteen (15) days after receipt of the Department Head's decision. The Human Resources Director shall immediately deliver a copy of the written appeal to the Department Head. The grievant shall within three (3) days of filing the appeal to submit to the Human Resources Director the name of the Grievance Appeals Committee member selected by the grievant or the Association. The Human Resources Director shall select a Committee member to represent the Human Resources Director and then provide assistance as necessary to select the third Committee member in accordance with the selection process in Section 1(c), above. The grievant's written appeal shall provide full details of the facts of the grievance and why the Department Head's response did not satisfactorily resolve the grievance;
- g. To the extent possible, the Grievance Appeals Committee shall schedule the appeal for hearing to occur not later than ten (10) days from the date all three (3) members of the Committee are selected and shall promptly notify the grievant and the Department Head of the time and place at which the appeal will be considered. The Committee may

reach an announce its advisory decision at the close of the hearing or it may retire and deliberate in private before announcing its advisory decision. In order to be properly reached, an advisory decision by the Committee must be agreed upon by at least two (2) members, be in writing, and show both the findings of fact and reasoning of the decision. The Committee shall deliver, with proof of service, a copy of its advisory decision to the Department Head, the grievant, the Association, and the Human Resources Director within ten (10) days after conclusion of the hearing.

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

#### Section 7. ADDITIONAL RULES:

This grievance procedure shall be subject to the following additional rules:

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

**APPENDIX B  
DEPARTMENTAL GRIEVANCE FORM**

For use only to process a grievance under the Departmental Grievance Procedure established by the MOU Between the County of Sonoma and SCPA for employees in the District Attorney and Child Support Attorney Non-Supervisory Bargaining Unit.

NAME	JOB CLASSIFICATION
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**STEP I**  
AN INFORMAL DISCUSSION WITH YOUR IMMEDIATE SUPERVISOR.  
Before completing the remainder of this form, an informal discussion with your immediate supervisor must take place within ten (10) days from the action causing the grievance.

SUPERVISOR'S NAME	TITLE
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DATE DISCUSSION HELD	DATE OF SUPERVISOR'S RESPONSE
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**STEP II**  
IF THE GRIEVANCE WAS NOT RESOLVED AT STEP I, STATE IT IN WRITING AT THIS STEP AND SUBMIT THIS FORM TO YOUR SUPERVISOR, WITHIN **FIVE (5)** DAYS OF STEP I RESPONSE.

DESCRIBE GRIEVANCE (If more space is needed, use additional paper.)

DATE(S) OF INCIDENT(S)

WRITTEN DEPARTMENTAL POLICY VIOLATED

REQUESTED SOLUTION

EMPLOYEE'S SIGNATURE

DATE

SUPERVISOR'S DECISION

Signature

Date:

**STEP III**  
IF THE GRIEVANCE WAS NOT RESOLVED AT STEP II, SUBMIT IT TO THE NEXT HIGHER LEVEL OF SUPERVISION (IDENTIFIED BY THE DEPARTMENT HEAD) WITHIN **SEVEN (7)** DAYS OF SUPERVISOR'S DECISION.

DATE OF APPEAL

EMPLOYEE'S SIGNATURE

**APPENDIX C**  
**SIDE LETTERS**

**Side Letter -Voluntary Brown Bag Lunch Meetings**

The County of Sonoma (County) and the Sonoma County Prosecutors' Association (Union) have agreed to the following:

Attendance at monthly voluntary brown bag lunch meetings will not result in corresponding flex time, comp time or other leaves.

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