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**MEMORANDUM OF UNDERSTANDING
BETWEEN**

THE COUNTY OF SONOMA

AND

**THE SONOMA COUNTY LAW ENFORCEMENT
MANAGERS ASSOCIATION**

2018-2019

UNIT 44

SEPTEMBER 25, 2018 – JULY 2, 2019

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**MEMORANDUM OF UNDERSTANDING
BETWEEN THE COUNTY OF SONOMA
AND THE SONOMA COUNTY LAW ENFORCEMENT MANAGERS ASSOCIATION
(SCLEMA)
2018-2019**

PREAMBLE

This Memorandum of Understanding between the duly appointed representatives of Sonoma County, hereinafter referred to as "County", and the Sonoma County Law Enforcement Managers Association, hereinafter referred to as the "Association", contains the agreement of each concerning wages, hours and other terms and conditions of employment for the term of this Memorandum. The parties jointly agree to recommend to the County Board of Supervisors that the Board of Supervisors adopt a resolution implementing this Memorandum and that this Memorandum be effective upon adoption, unless otherwise stated. This Memorandum of Understanding shall apply only to those classifications within the bargaining unit listed under Appendix A of Article 4.

ARTICLE 1 – RECOGNITION

The County recognizes the Association as the sole recognized bargaining representative for the Sonoma County Law Enforcement Managers Unit, unit 44. The bargaining unit shall consist of all full-time and part-time employees in the following classifications:

Class Name	Class #
Communications Dispatch Manager	1698
Probation Division Director I	3232
Probation Division Director II	3234
Deputy Chief Probation Officer	3238
Sheriff's Captain (Corrections)	4130
Correctional Lieutenant	4164
Chief Criminal Investigator	4225
Chief Welfare Fraud Investigator	4249

ARTICLE 2 – TERM

2.1 The following Articles shall constitute the wages, hours, and other terms and conditions for employees in the bargaining unit listed in Article 1 of this Memorandum. The parties agree that all changes contained herein shall become

effective upon adoption by the Board of Supervisors, on September 25, 2018, unless otherwise specified. It is the intent of the parties that his Memorandum expire and terminate at 12:00 midnight on July 2, 2019.

In the event the Association or the County desires to negotiate a successor Memorandum of Understanding, either party shall serve on the other by January 3, 2019, its written request to commence negotiations

ARTICLE 3 – DEFINITIONS

Non-Application

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

Definitions

APPROVED LEAVE OF ABSENCE: any paid or unpaid absence from work that has been approved by the employee's department head.

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

BI-WEEKLY PAY PERIOD: fourteen (14) consecutive calendar days which begins on a Tuesday and ends with the second Monday thereafter.

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

CALENDAR YEAR: January 1 through December 31.

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

COUNTY: the County of Sonoma, any of its organizational units or boards and commissions, as administratively determined by the County; may

include department heads, Board of Supervisors, Chief Administrative Officer or a supervisor.

DEPARTMENT HEAD: the Chief Probation Officer, Sheriff-Coroner, Director of Human Services, District Attorney or their designees.

DOMESTIC PARTNER: the term “domestic partner” as used in the MOU is based on the following:

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

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

EMERGENCY OPERATIONS: the performance of County functions or services necessary, in the opinion of the County, to protect or preserve the lives, safety, health, or property of the County or the public it serves, but “emergency operations” shall not be construed to mean situations where

the county knew in advance of non-emergency situations and could have reasonably planned for any work schedule change necessary to adequately cope with the situation.

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

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

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

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

FLEX-TIME WORK SCHEDULE: a non-regular work schedule with or without a consistent pattern as to the number of work hours per day or week, but an arrangement whereby the employee is obligated to perform work and be responsible for flexing the hours of his/her own work schedule.

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

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

PROBATIONARY PERIOD: a period which shall be used by the department head to determine the employee's fitness for permanent status in accordance with the Civil Service Rules.

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

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

SALARY SCALE: the salary level for any given classification. The salary scale shall consist of nine salary steps, each approximately 2 ½ % apart and identified with the letter "A" through "I". Each salary scale shall be identified by a number that shall correspond with the cents per hour of the "A" step of that salary scale. Similarly, each step of the salary scale shall be expressed in cents per hour.

ARTICLE 4 – SALARIES AND ADMINISTRATION OF THE SALARY SCHEDULE

4.1 Salary

- A. Salary scales shall be specified in Appendix A for each classification contained within the unit represented by the Association.
- B. Effective with the first full pay period following the Board of Supervisors adoption of a successor MOU, the County shall compensate bargaining unit members on the Salary Table Scales specified in Appendix A for each classification.
- C. Effective with the pay period that begins March 14, 2017, the County shall increase by three percent (3.0%) the A-I Step of each scale in the Salary Table specified in Appendix A and attached to this Agreement. This increase shall not apply to employees in the classifications of Correctional Lieutenant and Sheriff's Captain (Corrections). (Refer to 4.1 E).
- D. Effective September 8, 2010, the classifications of Sheriff's Captain (Correctional) and Correctional Lieutenant, in this bargaining unit (44) shall receive the same base wage rate as the Sheriff's Office Captain and Lieutenant in the DSLEM bargaining unit (43).

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

Effective the pay period beginning October 23, 2018, contingent on Union ratification of the successor MOU and approval by the Sonoma County Board of Supervisors on or before September 25, 2018, each regular, full time employee in paid status as of November 5, 2018, shall receive a one-time, non-recurring, pensionable payment in the amount of \$3,473.00 dollars to be paid on November 14, 2018.

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

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

4.1.2 Hourly Cash Allowance

Effective the first full pay period closest to May 19, 2009, the County shall pay each permanent full and part time employee, in addition to their hourly regular earning rate from the salary schedule, a cash allowance of \$3.45 per paid status hour that the employee is in paid status excluding overtime, up to a maximum of 80 hours in a pay period, or approximately a maximum of \$600 per month. Such hourly cash allowance is compensation for services rendered in that pay period and shall be taken into account for the purposes of computing employees' final compensation for pension purposes, as well as all usual taxation as their regular earning rate from the salary schedule. It shall not be included on the salary schedule and shall not be impacted by future increases on the salary schedule. It is not intended as a supplement toward medical, dental, or any other insurance or benefit.

4.2 Salary Upon Appointment

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

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

4.3 Consideration Upon Reappointment or Return

A full-time or part-time employee who resigns in good standing and is reappointed on a full-time or part-time or extra-help basis in the same or a closely related class in the same or a lower salary scale within two years of

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

4.4 Extra-Help to Permanent Appointment

An extra-help employee who is appointed to an allocated part-time or full-time position in any class and without a break in service, shall be paid at a step in the appropriate salary scale which is nearest in amount to that of the step received in the classification in which the employee was extra-help. Employment at a higher salary step not to exceed the maximum of the scale may be authorized upon recommendation of the department head and approval of the County.

4.5 Extra-Help to Extra-Help Appointment

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

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

4.6 Return of Extra-Help Employees

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

4.7 Salary Upon Restoration

Any full-time or part-time employee displaced, laid off, or voluntarily demoted in lieu of layoff and reappointed within two years from date of layoff in the same class from which separated or in a closely related class in the same salary 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. Such 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 a merit increase.

4.8 Salary Upon Promotion

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

If a promotion occurs on the same day a merit increase is due and approved, the merit increase shall be computed first and subsequent the increase due to promotion.

An employee who receives a promotion from a supervisory position to a management position or class shall receive the salary step of the appropriate scale that would constitute an increase of salary most closely equivalent to but not less than ten (10) percent of the employee's salary step before promotion but not less than the minimum salary step of the new class or greater than the maximum salary step of the new class. If a promotion occurs on the same day a merit increase is due and approved,

the merit increase shall be computed first and subsequently the increase due to promotion.

An employee who is promoted shall be considered for a merit increase when the employee's total hours in paid status, exclusive of overtime subsequent to promotion, equals 1,040 hours. The effective date of the merit increase shall be in accordance with Article 4.18.

4.9 Advanced Salary Upon Promotion

Upon promotion of a full-time or part-time employee to a new class, the Human Resources Director may recommend to the County Administrator that the person being promoted shall receive a rate of pay which is higher than that to which the employee is entitled, but does not exceed the top of the scale.

4.10 Salary Upon Demotion During Probation (Failed Probation)

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

4.11 Salary Upon Involuntary Demotion

A full or part-time employee, to whom the circumstances described in Article 4.10 above do not apply, who is demoted involuntarily to a position of a class which is allocated to a lower salary scale than the class from which the employee is demoted shall have the employee's salary step rate reduced to the salary in the scale for the new class next lower than, or not more than five (5) percent lower than the salary received before demotion, except that such employee shall not be paid more than the maximum of the scale of the class to which the employee is demoted. The employee's eligibility for merit advancement shall not change as a result of demotion.

4.12 Salary Upon Voluntary Demotion

A full- or part-time employee, to whom the circumstances described in Article 4.10 above do not apply, who is demoted voluntarily or who displaces as a result of layoff to a position in a class which is allocated to a lower salary scale than the class from which the employee is demoted or displaced as a result of layoff shall receive the highest salary step in the scale for the new class which does not exceed the salary received before demotion or displacement but not exceeding the maximum of the salary scale for the new class. The employee's eligibility for merit advancement shall not change as a result of demotion or displacement.

4.13 Salary Upon Reappointment From Voluntary Demotion

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

4.14 Salary Upon Transfer

A full-time or part-time employee who transfers from one allocated position to another allocated position in the same job class shall be placed at the same salary step which the employee was receiving prior to the transfer or in another class to which the same salary scale is applicable, shall continue to receive the same salary step.

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

A closely related job class is defined as a job class that has sufficiently similar duties and minimum qualifications to make a change of status compatible with Merit System Standard, and has a salary scale that is within

four (4) percent above or below the employee's current job classification's salary scale.

4.15 Salary Upon Reallocation of Class

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

4.16 Salary Upon Reclassification of Position

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

Except as otherwise provided herein, whenever a position is reclassified to a class which is allocated to a higher salary scale, the salary of the incumbent shall be as provided by this section upon promotion, if the incumbent is appointed to fill the position in accordance with Civil Service Rules. Whenever a position is reclassified to a class which is allocated to a lower salary scale, the salary of the incumbent shall be as provided by this section upon voluntary demotion, if the incumbent is appointed to fill the position in accordance with Civil Service Rules. Whenever the effect of reclassification is to reduce the salary of an incumbent appointed to the position, the Board of Supervisors may, upon recommendation by the Human Resources Director, direct that the incumbent shall continue to receive the previously authorized salary until termination of employment in the position, until a percentage increase in pay may be authorized, or as otherwise agreed to by the affected employee and the department head, with the approval of the Human Resources Director and the Association, whichever first occurs. Appropriate records shall show such an incumbent as being paid at a special fixed rate (Y-rate) of the salary scale for the employee's class.

4.17 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 or designee. Merit increases shall be made within the

appropriate salary scale for the class by computing the new salary step rate which is most closely equivalent to five percent (5%) higher than the previous base hourly rate.

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 1,040 hours. Each such 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 2,080 hours.

4.18 Effective Date of Merit Increase

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

4.19 Salary Upon Temporary Promotion

An employee assigned by the department head to perform the full range of duties of a higher classification to fill a vacancy caused by resignation, termination, promotion or an approved leave of absence, who is expected to serve continuously in such assignment for more than 15 consecutive days of work, shall be paid according to the salary of the scale for the new class which would constitute an increase in salary at the step most closely equivalent to five (5) percent greater than the employee's salary before promotion, but not less than minimum salary of the new class, nor greater than the maximum salary of the new class. The employee shall receive this salary as long as the employee continues to serve in such assignment and shall be entitled to receive increases for the position in accordance with the merit increase section of this Memorandum as though the employee had been appointed on the day that the employee began to receive the salary designated for the position.

4.20 POST and STC Premiums

4.20.1 POST Premiums

Each eligible employee who has been awarded a valid Intermediate or Advanced Certificate issued by the California Commission on Peace Officers' Standards and

Training (POST) shall be eligible for POST premium compensation upon presentation of said certificate to the County.

Each eligible employee who has been awarded a valid POST Intermediate Certificate shall receive 3.25% of base hourly rate thereafter; each eligible employee who has been awarded a valid Advanced Certificate shall receive 6.75% of base hourly rate thereafter; added to the employee's base hourly rate for all compensation. Each eligible employee who has been awarded a valid Supervisory Certificate shall receive 8.0% of base hourly rate thereafter, added to the employee's base hourly rate for all compensation purposes, including overtime.

The premiums listed in this Section 4.20 represent the maximum amount paid at the respective level and are not subject to stacking.

4.20.2 STC Premium

Effective two full pay periods following Board approval, each eligible employee who has been awarded a valid Supervisory Certificate issued, and/or required by the California Board of State and Community Corrections Standards and Training for Corrections (STC) shall receive 2.0% of base hourly rate thereafter, added to the employee's base hourly rate for all compensation purposes, including overtime.

4.21 Comparison Agencies

Unless mutually agreed to, all classifications within bargaining unit 44 shall utilize the following for comparable agency purposes:

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

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

ARTICLE 5 – HEALTH AND WELFARE BENEFITS FOR ACTIVE EMPLOYEES

5.1 Active Employee Health Plans

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

An eligible employee is:

- A County of Sonoma probationary or regular full-time or probationary or regular part-time employee (refer to Section 5.2.6 regarding plans offered and pro-ration of benefits for part-time employees).

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

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

5.2 Enrollment in County Offered Health (Medical, Dental, Vision, Life Insurance) Plans

Election to enroll in a County offered health plan will take place within the first 31 days following date of 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 Sect 125 or as required by HIPAA or other applicable regulations.

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

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

5.2.1 County Offered Medical Plan(s)

The County will offer at least one HMO plan and one plan permitting out-of-network provider coverage. No changes to existing medical plans will be made without completion of meet and confer with bargaining units. The benefit provisions, co-payments and deductibles are outlined in the Summary Plan Description or Evidence of Coverage,.

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

5.2.2 Contributions Toward Medical Insurance for Active Employees
Effective May 24, 2016 for coverage through June 30, 2016, the County shall contribute a flat dollar amount not to exceed \$229.98 per pay period (\$500 per month) toward the cost of any County offered medical plans for any eligible full-time regular employee and their eligible dependent(s).

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

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

Employee only	\$629 per month, \$314.50 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 5.2.6.

5.2.3 Dental Benefits

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

The employee contribution:

Shall be \$13.04 semi-monthly (\$26.09 per month). The semi-monthly deduction is effective the pay period beginning June 21, 2016 for coverage beginning July 1, 2016.

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

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

5.2.4 Vision Benefits

The County offers vision benefits to full-time active employees and their dependent(s) with no employee contribution. A computer vision care plan is included for the employee only.

Part-time employees will be enrolled automatically in the vision benefit and the County shall contribute to part-time eligible employees on a pro-rated basis, in accordance with Section 5.2.6

Benefit provisions are outlined in the Evidence of Coverage.

5.2.5 Life Insurance

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

full-time equivalent position of sixty hours or more (0.75 FTE or more). Enrollment in basic life insurance is automatic, based on eligibility.

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

Eligible employees may purchase supplemental life insurance for themselves at their own expense upon initial eligibility or during the annual open enrollment periods specified in Section 5.2. The employee may purchase supplemental coverage in increments one times (1X) to 4 times (4X) the basic coverage to a maximum of \$500,000, in accordance with the insurance carrier's policy. Participating employees and the County will be required to follow the insurance company's contracted requirements with respect to maximum amounts and the necessity for evidence of insurability in order to be eligible to receive the benefit as may be amended from time to time and may be based on actual participation by County employees in the program. An employee enrolled in supplemental coverage who moves from one age bracket to the next higher bracket will have to pay the rate of the higher age bracket beginning the January of the year in which the employee moves to the higher age bracket.

5.2.6 Part-Time Employee – Health Plans

A. 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, plus eligible unpaid leaves as required by law such as FMLA and CFRA excluding overtime. Employees in allocated positions of fewer than 32 hours biweekly and receiving health benefits, prior to June 1, 2010, will be grandfathered and remain eligible to receive pro-rated benefits.

B. A part-time employee covered under this MOU, whose allocated position is 0.75 FTE or greater bi-weekly, shall receive medical, dental, and vision coverage as if the part-time employee were a full-time

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

C. Except for part-time (0.75 FTE+) employees referred to in this Section 5.2. 6(B), part-time employees shall not be eligible to participate in the County's life insurance program.

5.3 Employee Assistance Program

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

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

5.4 Long-Term Disability Program

Effective May 24, 2016, the County shall deduct from each member's paycheck the amount of \$11.31 per pay period for PORAC LTD coverage. The parties acknowledge that this results in an average per member cost savings to the County in excess of \$60.00 per month. The County agrees to share in the cost savings with the members of SCLEMA only as long as it is cost neutral to the County on a going forward basis as follows:

- A. The County shall contribute \$18.98 per pay period to each member's Deferred Compensation Account (See Appendix C for calculations).
- B. The parties agree that this benefit does not increase the Long-Term Disability cost to the County for its members, now or in the future. Should PORAC increase the monthly LTD premium or the employer's LTD costs increase above the rate used for the calculations in Appendix C, the deferred compensation contribution discussed in 5.4 A of this agreement shall be adjusted accordingly.

If the County's cost for retirement on the increased deferred compensation contribution increases from the percentage in effect on 7/30/09, the amount of direct contribution by the County will decrease to preserve the cost neutral agreement between the parties.

5.4.1 Claims Disputes over LTD

The Provider (PORAC) claims dispute process is described in the Plan Document.

5.5 Workers' Compensation Claims Disputes

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

5.5.1 Workers' Compensation Temporary Disability—Supplementing with Paid Leave

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

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

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

5.6 Medical, Dental & Vision Benefits – LWOP or Unpaid Absence

If an employee is on an unpaid absence or goes on leave without pay, either of which reduces the employee's time in paid status to less than 50% of the employee's allocated full-time equivalent in a pay period, the County will cease to pay its normal benefit contributions. The employee must pay the total health plan premium(s), if the employee desires to continue 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 no less than 50% of the employee's regular schedule in a pay period, the County will continue to pay its normal benefit contributions.

5.6.1 Health Benefits - Medical/Pregnancy Disability Leave

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

An employee who returns to work from medical or pregnancy disability leave without pay prior to the exhaustion of the thirteen (13) pay periods of entitlement under this Section 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 5.6.1 (Medical/Pregnancy Disability Leave). If the employee returns to medical or pregnancy disability leave without pay for the same condition, the thirteen (13) pay period time frame will continue where it left off and will be reduced only for those pay periods when the employee's 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 concurrent with Family Medical Leave Act (FMLA),

California Family Rights Act (CFRA), and California Pregnancy Disability Leave (CPDL).

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

5.6.2 Continuation of Health Benefits Coverage

An employee who is entitled to continued benefit coverage as specified in Section 5.6 (*Medical, Dental, & Vision Benefits- LWOP or Unpaid Absence*) and 5.6.1 (Health Benefits-Medical/Pregnancy Disability Leave -), must notify the Auditor-Controller-Treasurer-Tax Collector's Office (ACTTC) no later than five (5) County business days after the first day of the leave of absence, of the employee's intent to continue insurance coverage. A Request for Leave of Absence form signed by the employee and his/her appointing authority 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 due date, he/she will receive one (1) reminder notice. In order to prevent a lapse in coverage due to non-payment, the employee shall pay a \$25.00 late charge in addition to the premium amount due by the date specified in the reminder notice.

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

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

Part-time employees shall be eligible to participate in the medical benefit plans and/or the dental plans on a prorated basis, as defined in Section 5.2.6 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 5.4 (Long-Term Disability).

5.7 COBRA

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

5.8 Salary Enhancement Plans

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.

IRS Section 125

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

Health Flexible Spending Account: The County provides a Health Flexible Spending Account (FSA) to enable eligible employees to set aside pre-tax dollars for reimbursement of eligible medical expenses not reimbursed or covered under medical, dental and vision insurance plans. Such expenses include deductible, co-pays, and qualified medical expenses not reimbursed by the employee's health insurance plan and will be provided to the maximum amount stipulated in the Plan and consistent with the law.

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

All of the above plans will be administered by the County in accordance with applicable Federal and State laws as amended and, as such, are not subject to Article 27 (Grievance Procedure) of the Memorandum.

5.9 Plan Documents and Other Controlling Documents

While mention may be made herein 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 Summary Plan Descriptions and evidence of coverages are available on the [Sonoma County Human Resources web site](#). 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.

5.10 Health Reimbursement Arrangement (HRA) Contribution

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

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

HRA contributions made pursuant to this article are separate and apart from HRA contributions and benefit eligibility criteria for Retiree Medical for employees hired on or after January 1, 2009, pursuant to Section 6.3. The parties agree that the health benefits in this Article 5 are available only to active employees.

The County of Sonoma has established an Active Health Reimbursement Arrangement (HRA) Plan Document which outlines the eligibility provisions of this plan pursuant to current IRS regulations and the County makes no

representations or warranties in regard to the tax treatment of the HRA, including whether any portion of the HRA is taxable by the Internal Revenue Service or the Franchise Tax Board.

ARTICLE 6 – MEDICAL BENEFITS FOR FUTURE RETIREES

6.1 Retiree Medical Coverage

Eligible retirees and eligible dependent(s) (as defined below), may be, but not required to enroll in a County offered medical plan as described in section 6.2 Retirees who enroll in a County offered medical plan are allowed only to enroll either as a subscriber in a County offered medical, dental, vision plan or, as the dependent spouse/domestic partner of another eligible County employee/retiree, but not both. If a retiree is also eligible to cover their dependent child/children, each child will be allowed to enroll as a dependent on only one employee or retirees' plan (i.e., a retiree and his or her dependents cannot be covered by more than one County-offered health plan). All retirees and eligible dependents who enroll in a County offered medical plan are responsible for all costs including medical plan and Medicare Part B premiums.

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

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

6.2 County Contribution toward Retiree Medical Plans - Employees Hired Before January 1, 2009

A. Eligibility:

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

- 1) Completed at least 10 years of consecutive regular full-time paid County of Sonoma service employment. The equivalent worked or purchased regular part-time County service time can be counted toward the 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) Laid-Off & Restored Employees. Employees who were employed by the County prior to January 1, 2009, but who were laid off thereafter shall be eligible for the benefits described in Article 6.2 (County Contribution toward Retiree Medical Plans - Employees Hired Before January 1, 2009), provided that they are subsequently restored to County employment, pursuant to Civil Service Rule 11.4, rejoin the County retirement system, and are otherwise eligible for retiree medical benefits under this section. The break in service caused by the layoff shall be bridged upon restoration such that, although no service time is earned during the break, consecutive service is restored for eligibility for this benefit.

B. County Contribution

Effective upon adoption of the MOU extension by the Board of Supervisors, for future retirees who meet the eligibility criteria in Art. 6.2.A above, the County will contribute \$500 per month into the Retiree Health Reimbursement Account (Retiree HRA), commencing upon the first month of the employee's retirement date.

6.3 County Contribution toward Retiree Medical Plans - Employees Hired On or After January 1, 2009

For employees hired on or after January 1, 2009, the County shall contribute to a Defined Contribution retiree medical benefit plan for each eligible

employee in the form of a deposit into 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 Article 6.3 (County Contribution toward Retiree Medical Plans - Employees Hired On or After January 1, 2009 - Effective January 1, 2009), provided that they are subsequently restored to County employment, pursuant to Civil Service Rule 11.4, rejoin the County retirement system, and are otherwise eligible for retiree medical benefits under this section. The break in service caused by the layoff shall be bridged upon restoration such that, although no service time is earned during the break, consecutive service is restored for eligibility for this benefit.

B. County Contribution

- 1) Initial County Contribution:

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

2) Regular County Contribution:

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

3) Access to Account Balance:

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

4) Survivors of eligible retirees with account balances:

- a. Spouses and eligible dependent children or dependent adults that are disabled may continue to access account balances after the death of the retiree.

- b. Domestic partners are not permitted access to the account balances of the participant by virtue of restriction in the federal regulations that govern these types of accounts
- 5) Forfeiture of account balance:
- a. If an active employee dies prior to retirement, the amount of account balance is available to participating spouses and dependents to reimburse them for medical expenses permitted under the relevant section of the Internal Revenue Code.
 - b. Account balances in part or in total for active participants or retirees without any eligible spouse or dependent or unused account balances after the death of the last eligible spouse or dependent will be forfeited and returned to all other active and retired participants in the form of a dividend allocated in direct proportion to the amount to be distributed divided by the total account balance for all participants applied to each individual account balance. These distributions will occur within 120 days after the annual certified audit of the plan is submitted to the administrator and the County.

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

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

Upon the death of a retiree, the County will continue to pay the County's Retiree HRA contribution to:

One eligible surviving dependent if the surviving dependent has been an eligible dependent of a retiree who was eligible to receive a Retiree HRA contribution under Section 6.2 B. prior to the death of the retiree,

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

6.5 Additional Retiree HRA -Eligibility

- 1.) An employee must be a contributing member (or a contribution is made on their behalf) of the Sonoma County Employees' Retirement Association (SCERA).

- 2.) Regular full-time employees and part-time employees in an allocated position of 0.5 full-time equivalent or greater are eligible to receive a County HRA contribution.

6.5.1 Additional Retiree HRA-Biweekly Contribution

For each eligible employee in paid status, the County shall contribute ten dollars (\$10) each pay period into each employee's individual HRA account.

6.5.2 Additional Retiree HRA-Access to Account Balance, Survivors, and Forfeiture

Parameters for the HRA including access to the HRA account balance, survivors of eligible retirees with account balances, and forfeiture of account balance in the event an active employee dies prior to retirement are as described in the Retiree HRA Plan Document.

6.5.3 County HRA Contribution – Full Obligation

For bargaining unit members hired before January 1, 2009, the County contributions to the Retiree HRA account described in Article 6.2, and the Additional County contribution to the Retiree HRA as described in 6.5.1, constitute the County's entire obligation towards medical benefits upon termination and/or retirement and the parties agree that no other retiree medical benefits exist.

For bargaining unit members hired on or after January 1, 2009, the County contributions to the employee's County HRA account described in Article 6.3, combined with the County contribution to the HRA as described in 6.6.1, constitute the County's entire obligation towards medical benefits

upon termination and/or retirement and the parties agree that no other retiree medical benefits exist.

6.5.4 Additional HRA – Determination of Intent

In the event that any court, arbitrator, administrative agency, or other tribunal of competent jurisdiction determines that any of the contributions described in Article 6.5.1 are to be included in calculating the County's contribution toward retiree medical insurance for any retiree(s), then the contributions described in Article 6.5.1 shall be held in abeyance and the parties shall meet and confer on the matter to preserve the intent of the parties in an attempt to reach an agreement to preserve the benefits negotiated in Article 6.6.1.

6.5.5 Waiver

In consideration for the benefits provided in Article 6.5, the Union on behalf of itself and its current members/survivors as of Board adoption, waives any cause of action based on County conduct regarding retiree medical benefits from April 1, 2007 through date of adoption by the BOS of the SCLEMA MOU. Unless compelled by operation of law, the Union further agrees it will not initiate, financially support, or participate in any grievances, claims, demands, or suits against the County resulting from or in connection with the matters described herein.

ARTICLE 7 – HOURS OF WORK

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

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

7.3 Compensatory Time

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

ARTICLE 8 – DEFERRED COMPENSATION

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

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

8.2 The County agrees to deposit into the deferred compensation account of each employee in the bargaining unit other than Correctional Lieutenant and Sheriff's Captain (Corrections) five percent (5%) of the employee's biweekly gross salary.

On behalf of the Correctional Lieutenant and Sheriff Captain (Corrections), the County agrees to deposit into the deferred compensation account of each employee six percent (6%) of the employee's biweekly gross salary:

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

8.3 Beginning with the first pay date in February of 2003, represented employees who receive deferred County-paid 401 (A) Plan benefits will pay a fee of \$0.75 each pay period.

ARTICLE 9 – DIRECT DEPOSIT

As soon as administratively feasible, all employees will have their pay check deposited directly to the employee's accounts in the participating financial institute. The effective date of deposit will be one day after the regularly scheduled date of payroll issue. Employees may request a printed paycheck due to a hardship or other extenuating circumstances (e.g. identify theft, changes in financial institutions, domestic violence situations, etc.).

Printed pay stubs will not automatically be provided to employees enrolled in direct deposits. Pay stub information will be available bi-weekly in the

self-service feature of the HRMS system where print and/or save functions are available.

ARTICLE 10 – PERSONAL PROPERTY REIMBURSEMENT

Upon recommendation of the department head, the County, in accordance with Government Code Section 53240, shall provide for payment of the costs of replacing or repairing property or prostheses of an employee, such as eyeglasses, hearing aids, dentures, watches, or articles of clothing necessarily worn or carried by the employee when any such items are lost or damaged in the line of duty without negligence of the 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 the Board of Supervisors Resolution No. 56420, dated January 18, 1977.

ARTICLE 11 – STAFF DEVELOPMENT

11.0 Staff Development

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

11.1 Staff Development and Wellness Benefit Allowance Program

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

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

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

11.1.1 Staff Development and Wellness Benefit Allowance – Amounts

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

Bargaining Unit	Full time Allowance	Part time Allowance
Management(0044)	\$1170	\$585

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

Computer Hardware, Equipment and Mobile Devices

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

11.2 Physical Fitness

On the date of County Board of Supervisors approval of this successor MOU, the fiscal year Staff Development and Wellness Benefit Allowance

may be used towards reimbursement for allowable Physical Fitness, Staff Development, and/or Wellness programs. Employee enrollment in any Physical Fitness/Wellness program shall be voluntary. Reimbursement of Expenses will be based on the MOU in effect on the purchase date.

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

SCLEMA represented members in the Sheriff's department can contribute \$50 or more from the Staff Development and Wellness benefit allowance to share voluntarily in the costs of equipment and equipment maintenance for the two workout rooms located in Sheriffs' Department facilities.

If the County approves a workout room for Probation Department employees, SCLEMA represented employees in the Probation Department will be authorized to contribute \$50 or more from Staff Development and the Physical Fitness/Wellness benefit to voluntarily share in the costs of equipment and equipment maintenance for the workout room.

11.2.1 Contributions from the Staff Development and Wellness benefit must be made by May 15 each year. Funds contributed but not expended in any year may be carried over into the next fiscal year up to a maximum total of \$35,000 per workout room site.

11.2.2 Joint labor-management committees oversee the equipment purchase and maintenance.

11.2.3 All equipment purchased pursuant to this Section 11.2 becomes the property of the County.

11.3 In-service Training

The County shall make every effort to provide a program of in-service training for employees in the bargaining unit designed to maintain a high standard of performance and to increase the skills of employees in the bargaining unit. Training courses to be attended shall have a direct bearing on the work of the employee. Attendance at training courses may be

authorized by the department head. Decisions by department heads on requests by employees should be based on the following criteria: the effect the absence of the employee will have on the department's operations and its ability to continue to provide the services and perform the functions for which it is responsible; the relationship of the subject of the program, seminar, conference, or workshop to the function performed by the employee and the department, and the employee's professional development; and the method of financing requested by the employee.

11.3.1 Payment – In-service Training

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

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

BY OTHER PUBLIC OR PRIVATE AGENCIES: Occasionally, employees receive approval for their expenditures to be paid by grants from the State or Federal governments, from private organizations, or from professional organizations.

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

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

ARTICLE 12 – MILEAGE REIMBURSEMENT

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

ARTICLE 13 – UNIFORMS

13.1 Uniforms

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

ARTICLE 14 – HOLIDAYS

14.1 Holidays

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

14.2 Holidays - Scheduled

- (1) New Year's Day, January 1*
- (2) Martin Luther King's Birthday, the third Monday in January
- (3) Lincoln's Birthday, February 12*
- (4) President's Day, the third Monday in February
- (5) Caesar Chavez Day, March 31*
- (6) Memorial Day, the last Monday in May
- (7) Independence Day, July 4th *
- (8) Labor Day, the first Monday in September
- (9) Veteran's Day, November 11*
- (10) Thanksgiving Day, as designated by the President
- (11) The day following Thanksgiving Day
- (12) Christmas Day, December 25*
- (13)

Each day 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

14.3 Floating Holiday

Each regular, full-time employee will be granted eight floating holiday hours effective the first pay period of each year. The employee must be in paid status on the employee's regularly scheduled workdays before and after using the floating holiday. The timing of the employee's use of the floating holiday shall be subject to advance approval of the Department Head or designee. The floating holiday hours must be taken before the last full pay period of the year, and will not be carried over into the next year. Further, there will be no cash out of floating holiday hours. Floating holiday hours must be taken in no less than 1/10 of an hour increments. Each part-time employee shall be entitled to a prorated number of hours based on allocated FTE at the time of the annual allocation.

For the 2019 calendar year only, each regular, full-time employee will be granted sixteen floating holiday hours effective the first pay period in 2019.

14.4 Holiday - Day Observed

If a date specific scheduled holiday listed in Section 14.2 falls on a Saturday, the preceding Friday shall be the County observed holiday. If a date specific holiday listed in Section 14.2 falls on a Sunday, the following Monday shall be the County observed holiday. All other date specific holidays shall be observed on the date specified in Article 14.2

14.5 Holiday - Compensation For

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

14.6 A full-time employee whose assigned work schedule does not include either the date specific holiday or the observed holiday, shall observe the holiday

(and not work) on one of the employee's regularly scheduled work days during the same pay period as the County observed holiday or during the pay period immediately preceding or following the same pay period as the County observed holiday.

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

14.8 Any part-time employee shall, for each holiday in the pay period, receive holiday pay or compensatory time off equivalent to 1/10 of an hour regularly scheduled to be worked based on the employee's ongoing work schedule. If the employee's total hours in paid status (excluding the holiday benefit) exceeds the hours regularly scheduled to be worked, the employee shall receive holiday pay equivalent to 1/10 of an hour for each hour in paid status (excluding the holiday benefit). This holiday pay shall not exceed eight (8) hours for each holiday.

14.9 Holidays – Compensation - Employees on Leave Without Pay

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

ARTICLE 15 – VACATION

15.1 Vacation Accrual

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

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

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

Years of Completed Full-Time Service	In-service Hours of Completed Service	Rate for 80 In-service Hours	Maximum Accumulated Hours
0 through 2	0 to 4,173	5.64	500.00
2 through 5	4,174 to 10,434	6.25	500.00
5 through 10	10,435 to 20,870	7.32	500.00
10 through 15	20,871 to 31,305	8.55	500.00
15 through 20	31,306 to 41,741	9.16	500.00
20 through 25	41,742 to 52,177	9.77	500.00
25 or greater	52,178 to more	10.08	500.00

15.4 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 in-service hours (two (2) years) of service for purposes of new vacation accrual. Each employee who was laid off and is reappointed within two years shall be returned to the place on the accrual table (in 15.3 above) that the employee occupied when laid off.

15.5 Vacation Schedules

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

15.6 Payment for Unused Vacation

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

ARTICLE 16 – SICK LEAVE

16.1 Sick Leave - Accrual and Use

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

16.1.1 Accrual – Restoration of Accrued Time:

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

16.1.2 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 16.5).

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

16.2 Sick Leave – Usage

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

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

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

- A. Employee Illness: during the employee's own incapacity due to illness or injury;
- B. Employee Treatment or Examination: during the time needed by the employee to undergo medical or dental treatment or

examination;

C. For Care of a Family Member: for diagnosis, care or treatment of a health condition of, or preventative care for the employee family member. For leave under this section 16.2.1, “family member” is defined as a:

1. child (defined as biological, adopted, or foster child, stepchild, legal ward, or a child to who the employee stands in place of a parent, regardless of age or dependency status);
2. parent (defined as a biological, adoptive, or foster parent, stepparent, or legal guardian, or other person who stood in place of a parent to the employee or the employee’s spouse or domestic partner when the employee was a child. A biological or legal relationship in not necessary for a person to have stood in place of a parent to the employee as a child);
3. employee’s spouse or registered domestic partner;
4. grandparent, grandchild, or sibling of the employee or the employee’s spouse or registered domestic partner.

Sick leave use for family members listed in this section 16.2.1(C) shall not exceed forty-eight (48) hours per occurrence unless extended by joint action of the employee's Department Head and the Director of Human Resources by reason of exceptional hardships. "Occurrence" means per illness or related incidents. The 48 hours do not have be consecutive.

California “Kin Care” (Labor Code 233) provides that an employee may use an amount of paid sick leave each calendar year that is equal to the amount of time that would normally accrue in a six month period and may be used in the same manner as other sick leave described in this section 16.2.1 Kin Care provisions run concurrent with other protected leaves and do not extend the maximum period of leave to which the employee is entitled to under FMLA or CFRA.

D. Domestic Violence, Sexual Assault, or Stalking: When an employee is a victim of domestic violence, sexual assault or stalking, to work to obtain or attempt to obtain any relief, including but not limited to, a temporary restraining order, restraining order, or other injunctive relief, to help ensure the health, safety, or welfare of themselves or their child(ren); to seek medical attention for injuries caused by domestic violence, sexual assault or stalking; obtain services from a domestic violence shelter, program or rape crisis center as a result of domestic violence, sexual assault or stalking; obtain psychological counseling related to an experience of domestic violence, sexual assault, or stalking; participate in safety planning or take other actions to increase safety from future domestic violence, sexual assault, or stalking, including temporary or permanent relocation. Documentation may be required for approval of use of sick leave under this provision, pursuant to section 16.3 Sick Leave Documentation.

16.2.2 Sick Leave Use - FMLA/CFRA/PDL Qualifying Leave

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

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

Income Tax dependent exemption, or the parent of an employee or spouse is incapacitated by illness or injury and it is necessary for the employee to care for such child, stepchild, spouse, parent, or domestic partner of the employee or spouse. Parent for purposes of this article is defined as a biological, foster or adoptive parent, stepparent, legal guardian or other person who stood in place of parent to the employee when the employee was a child. A biological relationship is not necessary for a person to have stood in place of parent to the employee as a child.

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

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

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

Information on FMLA/CFRA/PDL eligibility, documentation, and benefit and pay status is provided under Section 16.9 Family Care and Medical Leave.

16.3 Sick Leave Required Documentation

16.3.1 Annual Period – Allocated Employees:

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

16.3.2 First Forty-Eight Hours:

For new employees, the first 48 hours, or number of hours equal to 6 days of the employees regular schedule (whichever is greater), of accrued sick leave used by an employee in the first annual period will be applied to and subject to the provisions of the California paid Sick Leave law until January 1st and on a calendar year basis thereafter. During this period, if the need for paid sick leave is foreseeable, the employee shall provide reasonable advanced notice. If the need for paid sick leave is unforeseeable, the employee shall provide notice of the need for the leave as soon as practicable. If the County has reasonable suspicion of sick leave abuse, a signed medical certification may be required for each use of accrued sick leave to the extent permissible by law.

16.3.3 Subsequent Hours:

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

16.3.4 FMLA/CFRA/PDL:

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

16.4 Restoration of Accrued Sick Leave

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

the termination date is in the middle of the pay period, end of pay period date will apply.

16.5 Sick Leave - Conversion at Regular Retirement

Each Association member separating from County service on regular, non-disability retirement shall convert one-hundred percent (100%) of unused sick leave remaining to such 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.

16.6 Sick Leave – Payoff at Regular Retirement

Each Association member who separates from County service on regular non-disability retirement, who reaches 100% of retirement benefit allowed by law, and who is prevented by law from converting some or all of the employee's remaining unused sick leave to service credit under section 16.5 (Sick Leave – Conversion at Regular Retirement), the County shall pay the monetary equivalent of twenty-five percent (25%) of all unused sick leave remaining to such employee's credit at the time of separation, computed on the basis of the employee's base hourly rate. Extra Help sick leave is not eligible for this provision.

16.7 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 such employee's credit as of the time of separation, computed on the basis of such employee's base hourly pay. Extra Help sick leave is not eligible for this provision.

16.8 Sick Leave - Distribution At Disability Retirement

Each employee separated from County service by retirement for disability or duty related death shall be entitled to payment at such employee's base hourly rate for all unused sick leave remaining to such employee's credit as of the time of separation or duty related death. Extra Help sick leave is not eligible for this provision.

16.9 Family Care & Medical Leave Under FMLA and CFRA

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

16.9.2 FMLA/CFRA Eligibility

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

16.9.3 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:

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

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

16.9.3.3 To care for the employee's child, parent, spouse, or domestic partner (CFRA only) who has a serious health condition. (Child is defined as biological, adopted, or foster child, stepchild, legal ward, or child of a person standing in loco parentis who is under 18 years of age or an adult dependent child. Parent is defined as biological, foster or adoptive parent, stepparent, or legal guardian. Parent does not include a parent-in-law.)

16.9.3.4 Because of an employee's own serious health condition that makes the employee unable to perform the functions of the employee's position, except for disability on account of pregnancy, childbirth, or related medical conditions, which is covered by pregnancy disability leave. (Pregnancy disability counts toward only California Pregnancy Disability Leave (PDL) and FMLA leave.)

16.9.3.5 Because of any qualifying exigency arising out of the fact that the employee's spouse, son, daughter, or parent is a U.S. National Guard or Reserve member on active duty (or has been notified of an impending call or order to active duty status) in support of a contingency operation (FMLA only).

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

16.9.4 Family Care and Medical Leave to Care for a Covered Service member With a Service Injury or Illness

Subject to the provisions of this MOU, County policy, and state and federal law, including the FMLA, an eligible employee may take FMLA leave to care for a covered service member with a serious injury or illness if the employee is the spouse, son, daughter, parent, or next of kin of the service member. (This 12 month period used under FMLA/CFRA to determine sick leave eligibility is separate from the "annual period" defined in 16.3.1.)

16.9.4.1 An eligible employee's entitlement under Section 16.8.4 is limited to a total of twenty-six (26) workweeks of leave during a single 12-month period to care for a covered service member with a serious injury or illness. The "single 12-month period" in which the 26-weeks-of-leave-entitlement described in this begins on the first day an employee takes leave to care for the covered service member.

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

16.9.5 Paid status And Benefits

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

employee will be required to continue to pay the employee's share of premiums payments, if any.

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

16.9.6 Relationship of Family Care and Medical Leave to Other Leaves

Any leave of absence that qualifies as family care and medical leave and is designated by the County as family care and medical leave will be counted as running concurrently with any other paid or unpaid leave to which the employee may be entitled for the same qualifying reason.

16.9.7 Relationship to Pregnancy Disability Leave

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

16.9.8 Notice To The County

16.9.8.1 The employee must provide written notice to the County as far in advance of the leave as possible and as soon as the employee reasonably knows of the need for the leave. If the need for the leave is foreseeable based on an expected birth, placement of a child for adoption or foster care or planned medical treatment, the notice must be provided at least 30 calendar days in advance of the leave, or if not reasonably known 30 calendar days before the leave, then as soon as reasonably practicable.

16.9.8.2 The written notice must inform the County of the reasons for the leave, the anticipated duration of the leave and the anticipated start of the leave.

16.9.8.3 The employee shall consult with the County and make a reasonable effort to schedule any planned medical treatment or supervision so as to minimize disruption to department operations.

16.9.9 Medical Certification

16.9.9.1 An employee's request for family care and medical leave to care for a child, a spouse, or a parent who has a serious health condition shall be supported by a certification issued by the health care provider of the individual requiring care. If additional leave is required after the expiration of the time originally estimated by the health care provider, the employee shall provide the County with recertification by the health care provider.

16.9.9. An employee's request for family care and medical leave because of employee's own serious health condition shall be supported by a certification issued by the employee's health care provider.

16.9.9.3 As a condition of an employee's return from leave taken because of the employee's own serious health condition, the employee is required to obtain certification from the employee's care provider that the employee is able to resume work.

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

16.9.10 County's Response To Leave Request

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

16.9.11 Employee's Status On Returning From Leave

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

16.9.12 FMLA/CFRA Procedures, Definitions, And Forms

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

16.9.13 Leaves of Absence Without Pay Usage Reference Table

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

MOU Section	Sick	Vacation	CTO	Comment
During the employee's own incapacity due to illness or injury.	Yes. You may keep 40 hrs.	No	No	
During the time needed by the employee, or for an employee's family member to undergo medical or dental treatment or examination.	Yes. You may keep 40 hrs.	No	No	
When a woman employee is disabled by pregnancy.	Yes. You may keep 40 hrs.	No	No	

MOU Section	Sick	Vacation	CTO	Comment
When the employee's family member is incapacitated by illness/injury and the employee must care for him/her, or for care, exam or treatment of a family member.*	Yes. Up to 48 hours. (You may keep 40 hrs.)	Yes	Yes	You may keep 40 hours in any combination of Vacation & CTO
Non-sick FMLA/CFRA** qualifying event (e.g., child bonding leave*)	No	No	No	
Approved. undisclosed reason or extended vacation	No	Yes	Yes	Must use all Vac. & CTO

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

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

16.9.14 This Section 16.9 shall be interpreted as the legal minimum family care and medical leave available to eligible employees. The County may grant additional leave without pay under this Section (16.9) provided it is consistent with the applicable provisions of the Sonoma County Civil Service Rules, County leave policies, and other provisions of this memorandum.

16.10 Paid Parental Leave

16.10.1 Eligibility

Effective November 14, 2018, for eligible events that occur on or after Board adoption of this MOU, any permanent or probationary employee who has been continuously employed by the County for at least 12 months prior to the start of the leave shall be eligible for Paid Parental Leave (PPL) to use within 12 months of the following events:

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

For the purposes of PPL, the definition of "parent" and "child" are as defined by the California Family Rights Act.

16.10.2 Benefit and Use

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

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

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

PPL is pensionable and counts towards retirement service credit.

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

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

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

16.10.3 Coordination of Benefits & Leaves

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

16.10.4 Program Review Process

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

ARTICLE 17 – COMPASSIONATE LEAVE

With respect to this article, the term “spouse” shall also include domestic partner. A full-time or part-time employee may be granted up to three (3) days of leave with pay, in the event of death of the employee’s spouse, child, stepchild, son-in-law, daughter-in-law, brother, brother-in-law, sister, sister-in-law, grandparent, great-grandparent, grandchild or person with whom the employee has a relationship in place of parent, or the parent of the employee or of the spouse of the employee. Where travel in excess of 300 miles (one way from the employee’s residence) is required, up to an additional 16 hours of sick leave may be granted to supplement compassionate leave.

ARTICLE 18 – COURT LEAVE

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

ARTICLE 19 – JURY DUTY

It is the policy of the County of Sonoma that County employees be encouraged to perform service as jurors when summoned for jury duty by a court competent jurisdiction. Any employee summoned for jury duty shall as soon as possible notify his or her supervisor. The employee shall be entitled to a leave of absence with full pay for such period of time as may be required to attend the court in response to such summons. An employee may retain such payment as may be allowed for travel but shall make payable to the County of Sonoma any and all fees which the employee may receive in payment for service as a juror.

ARTICLE 20 – VOTING

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

ARTICLE 21 – SABBATICAL LEAVE

- 21.1 A department head, within his/her sole discretion, may allow a Law Enforcement Management 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 in a position or positions designated by the County as Law Enforcement Management. Each subsequent sabbatical leave shall require the equivalent of an additional seven years of similar service. Any unpaid absence from work which lasted longer than two full pay periods shall not be counted in the qualifying period.
- 21.2 A Law Enforcement Management employee must apply for the sabbatical leave in writing to the employee's department head who shall respond to the request in writing by either approving or disapproving the leave. The decision of the department head is final, non-appealable, and non-grievable under any County policy, resolution or rule or the Grievance Procedure of this Memorandum.
- 21.3 During the sabbatical leave and notwithstanding any other provision of this Memorandum nor any other County policy, resolution or rule, the employee shall

not receive any regular salary or pay; however, the County shall continue to make its normal contributions for the employee's health, dental, vision care, life, long-term disability benefits, and any other such health and welfare benefits as may be granted Law Enforcement Management employees in the future, as were paid at the commencement of the leave. The employee shall make appropriate payments acceptable to the Auditor-Controller-Treasurer-Tax Collector in order to continue dependent health care coverage during the period of the sabbatical leave. If the employee does not elect to continue dependent coverage the County shall pay the employee only premiums.

ARTICLE 22 – DISASTER LEAVE

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

ARTICLE 23 – EMPLOYMENT IN MORE THAN ONE POSITION

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

ARTICLE 24 - VOLUNTARY TIME OFF

Voluntary Time Off (VTO) Program

VTO Program eligibility, authorization of use, and conditions are specified and limited to the VTO Program document (Appendix B), which is incorporated herein by reference. The decision to use and authorize VTO is at the discretion of the department head. This section, 24 and the terms, authorization, and conditions are not grievable or subject to arbitration.

ARTICLE 25 – ANNUAL PHYSICAL

- 25.1 Effective June 04, 2013, the provision of this article will no longer be in effect, until or unless annual physicals are no longer covered under a health plan offered by the County in which the member is enrolled. Should that occur, annual physicals will be available in accordance with the following provisions: Each employee in the Bargaining Unit who has a work schedule of at least 60 hours per pay period shall be eligible to obtain a complete annual medical examination from the County's provider of occupational health services. These examinations should be scheduled not much less than one year apart. The cost of the Physical Examination shall be paid for in total by the County of Sonoma.
- 25.2 Employees who work a schedule of less than sixty hours in a pay period shall not be eligible for the Annual Physical.

ARTICLE 26– RETIREMENT

26.1 Retirement – Safety Employees Hired On Or After January 1, 2013

This Section 26.1 (including subsections) shall apply to employees hired on or after January 1, 2013, who are or become contributing members of the Sonoma County Employees' Retirement Association ("SCERA") and who do not qualify for pension reciprocity as stated in Government Code Section 7522.02 (c).

26.1.1 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 26.1, final compensation shall mean the highest average annual pensionable compensation earned during 36 consecutive months of service.

26.1.2 2% @ 50 - 2.7% @ 57 Pension Formula

As required by Government Code Section 7522.25, the safety Option Plan Two (2% @ 50- 2.7% @ 57) pension formula shall be

available to employees covered by this section 26.1 who are contributing members of the SCERA.

26.1.3 Required Employee Contributions

As required by Government Code section 7522.04(g), SCERA members covered by this section 26.1 shall pay 50 percent of normal costs. In addition, SCERA members covered by this section 26.1 shall pay 3.00% of the employee's pensionable compensation toward the County's employer contribution to retirement costs. This additional 3.00% contribution shall continue until July 2024.

26.2 Retirement – Safety Employees Hired On Or Before December 31, 2012.

This Section 26.2 (including subsections) shall apply to employees hired on or before December 31, 2012 who are contributing members of the SCERA, or who are hired after that date and qualified for pension reciprocity as stated in Government Code Section 7522.02 (c) and any related SCERA reciprocity requirements.

26.2.1 Final Compensation Based On Single Year

For purposes of determining a retirement benefit, final compensation for employees covered by this section 26.2 shall mean the average annual compensation earnable by the member as specified in Government Code Section 31462.1.

26.2.2 3.0% @ 50 Pension Formula

The 3.0% at 50 pension formula shall be available to employees covered by this section 26.2 who are contributing members of the SCERA.

26.2.3 Required Employee Contribution

SCERA members covered by this section 26.2 will contribute the amount required by SCERA as employee contributions, and shall continue to pay an additional 3.00% of pay, pretax, to their employee retirement account. This 3.00% of pay contribution of the employee's pensionable compensation shall be paid as part of the County's contribution to pay for the unfunded accrued actuarial

liability. This additional 3.00% contribution will continue until July 2024.

26.2.4 Employee Cost Share – 50% of Normal Cost

a. Effective the first full pay period following July 1, 2016, each active Safety member of the Sonoma County Employees Retirement Association (SCERA) covered by this Section 26.2 shall contribute one and one half percent (1.5%) of any compensation required to be made to their employee retirement account as a contribution towards one half of the total normal cost (“total normal cost” includes both employer and member shares). The additional contribution shall be deducted from the employees’ compensation pretax and they shall become part of the accumulated retirement contributions of the employee. Employees covered by this section 26.2.4.(a) shall receive a lump sum benefit allowance each pay period as a reimbursement for the cost share arrangement, equal to the dollar value of the deduction described in this paragraph less any required taxes.

b. Effective July 1, 2017, each active Safety member of the Sonoma County Employees Retirement Association (SCERA) covered by this Section 26.2 shall contribute an additional one and one third percent (1.3%) for a total of 2.8% of any compensation required to be made to their employee retirement account as a contribution towards one half of the total normal cost (“total normal cost” includes both employer and member shares). The additional contribution shall be deducted from the employees’ compensation pretax and they shall become part of the accumulated retirement contributions of the employee. Employees covered by this section 26.2.4.(b) shall receive a lump sum benefit allowance each pay period as a reimbursement for the cost share arrangement, equal to the dollar value of the deduction described in this paragraph less any required taxes.

c. The lump sum benefit allowance described in Sections 26.2.4 (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, or if the SCERA deems the benefit allowance as pensionable compensation, the parties agree to reopen this section of the contract to meet and confer on a replacement pension cost share arrangement.

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

This Section 26.3 (including subsections) shall apply to employees hired on or after January 1, 2013, who are or become contributing members of the Sonoma County Employees' Retirement Association ("SCERA") and who do not qualify for pension reciprocity as stated in Government Code Section 7522.02 (c).

26.3.1 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 26.3, final compensation shall mean the highest average annual pensionable compensation earned during 36 consecutive months of service.

26.3.2 2.0% @ 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 26.3 who are contributing members of the SCERA.

26.3.3 Required Employee Contributions

As required by Government Code section 7522.30(c), SCERA members covered by this section 26.3 shall pay 50 percent of normal costs. In addition, SCERA members covered by this section 26.3 shall pay 3.03 percent 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.

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

This Section 26.4 (including subsections) shall apply to employees hired on or before December 31, 2012 who are contributing members of the SCERA, or who are hired after that date and qualified for pension reciprocity pursuant to Government Code Section 7522.02 (c) and any related SCERA reciprocity requirements.

26.4.1 Final Compensation Based On Single Year

For purposes of determining a retirement benefit, final compensation for employees covered by this section 26.4 shall mean the average annual compensation earnable by the member as specified in Government Code Section 31462.1.

26.4.2 3.0% @ 60 Pension Formula

The 3.0% at 60 pension formula (CERL 31676.17) shall be available to employees covered by this section 26.4 who are contributing members of the SCERA.

26.4.3 Required Employee Contribution

SCERA members covered by this section 26.4 will contribute the amount required by SCERA as employee contributions, and shall continue to pay an additional 3.03% of pay, pretax, to their employee retirement account. This 3.03% of pay contribution of the employee's pensionable compensation shall be paid as part of the County's contribution to pay for the unfunded accrued actuarial liability. This additional 3.03% contribution will continue until July 2024.

26.4.4 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 26.4.3 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 26.4 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 26.4.3 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 26.4 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 26.4.4 (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.

26.5 Employer Pick-Up of Employee's Share of Retirement Contribution – Not Allowed

Pursuant to the Public Employees Pension Reform Act of 2013 (PEPRA), the County shall not contribute towards any employee's share of retirement contributions.

26.6 Retirement – Credit for Prior Public Service

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

26.7 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.

ARTICLE 27 – GRIEVANCE PROCEDURE

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

ARTICLE 28 – MANAGEMENT RIGHTS

28.1 The Association recognizes that the County has and will continue to retain in all respects whether exercised or not, the unilateral and exclusive right to operate,

administer, and manage its public services and its work force performing those services.

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

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

ARTICLE 29 – UNLAWFUL DISCRIMINATION

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

ARTICLE 30 – ASSOCIATION

30.1 Paid Leave “Pool”

Upon request, and after approval of the Employee Relations Manager, the County may grant Association paid leave to Association representative(s) to attend to Association business related to County of Sonoma representation, when such business would conflict with the work schedule of an employee representative(s). “Association business” shall mean Association Executive Board meetings, conventions, seminars or other Association events, all of which must be related to employer-employee relations and involving matters solely pertaining to the bargaining unit covered by the Memorandum of Understanding. The total number of hours of Association paid leave will be 100 hours per fiscal year during the term of this Memorandum and be available for use as a pool of hours, all to be used by Association representatives. Additional release hours beyond the annual pool of paid Association leave hours may be granted by the County for Association business on an unpaid leave basis or by the employee representative requesting use of accrued vacation and/or compensatory time off. The County shall not unreasonably deny a request for paid Association business unless the County determines the number of Association representatives requesting time off for Association business would create an undue hardship on operational effectiveness, including excessive overtime costs to replace the absent Association representative(s).

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

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, 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.

ARTICLE 31 – NO STRIKE

31.1 A material inducement in County’s execution of this Memorandum is the Association’s representation that the employees it represents will loyally and fully

perform their respective duties in an efficient manner so as to provide maximum service to the public, and that the Association will fully perform its obligation owed to the County.

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

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

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

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

ARTICLE 32 – FULL UNDERSTANDING, MODIFICATION, WAIVER

32.1 This Memorandum of Understanding sets forth the full and entire understanding of the parties regarding the matters set forth herein. Any other prior or existing understanding or agreements by the parties, whether formal or informal, regarding any such matters are hereby superseded or terminated in their entirety.

32.2 Except as specifically provided herein, it is agreed and understood that the Association voluntarily and unqualifiedly waives its right to and releases the County from any obligation to meet and confer on any subject or matter contained herein. The Association acknowledges that the County has fulfilled its obligations under Government Code Section 3505 for fiscal year 2016-2018 except as provided below in Article 32.3.

32.3 Exceptions to Waiver Clause

The following subjects on employee working conditions are covered under the meet and discuss guarantees of this Article: vacation scheduling and use; shift transfer; vehicle policy; assignment transfer; meal policy; safety equipment; uniform specifications; and significant changes in the work schedule of a group of employees in a formally designated work unit, division, or department (for example, a significant change would be a change from a 4/10 plan to a 5/8 plan or vice versa for all employees in a work unit, division, or department). When the County desires to modify a written departmental policy pertaining to one or more of the foregoing working condition subjects, it shall notify the Association in writing of the modification and offer to meet with it and fully discuss in good faith the proposed modification. These meet and discuss procedures are not to be construed as meet and confer obligations under Government Code 3505 or 3504.5. However, the County and the Association shall each consider fully the proposals and positions of the other. During the meet and discuss period, either the County or the Association may request the assistance of a State Mediator. If no agreement is reached by the County and the Association, the County may implement the modification after meeting and discussing in good faith for 30 calendar days from the date the Association received the County's written notice of proposed modification regardless of the presence or availability of a State Mediator. If the Association agrees with the County's modification plans or the Association chooses not to respond to the County's written notice of modification, the County may implement the modification at any time. This Article 32.3 shall not be subject to the Grievance Procedure of this Memorandum except if the County fails to provide the required 30-day notice of a proposed change. Any ruling under Article 32 shall be limited to ordering the County to comply with this Article 32.3.

32.4 No agreement, alteration, understanding, variation, waiver, or modification of any of the terms or provisions contained herein shall in any manner be binding

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

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

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

ARTICLE 33 – INVALID SECTIONS

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

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

ARTICLE 34 – BILINGUAL PAY

34.1 When a Department Head designates a Law Enforcement Management position which requires bilingual skills on the average of at least ten percent (10%) of the employee's work time, such an employee in the designated position shall first demonstrate a language proficiency of job-related terminology acceptable to the Department Head (or designee) and the Human Resources Director. Thereafter, the employee shall be entitled to the payment of one dollar and fifteen

cents (\$1.15) per hour of bilingual pay differential for every hour the person actually worked.

34.2 When a department head determines that a designated bilingual employee is no longer utilizing his/her bilingual skills at least ten percent (10%) of the employee's time for three consecutive pay periods, said employee may be removed from the list of designated bilingual employees. Thereafter, the employee will no longer be entitled to receive bilingual premium pay, unless re-designated by the department head at a later date.

34.3 Daily assignment: When: (a) a department head has designated a represented position which requires bilingual skills on the average of at least ten percent (10%) of the employee's work time; (b) an employee has been assigned on an on-going basis to carry out such assignment; and, (c) the employee so assigned becomes absent by virtue of temporary leave such as sick leave, vacation, or compensatory time off, then the department head may assign an employee to carry out the required bilingual duties of the assigned position on a daily basis. This back-up person, having first demonstrated a proficiency of job-related terminology acceptable to the department head and the Human Resources Director, shall be entitled to the payment of one dollar and fifteen cents (\$1.15) per hour for all hours actually worked in a daily assignment.

ARTICLE 35 – LIMITED REOPENERS

35.1 Reopeners

During the term of this MOU, the parties agree not to reopen any article of this MOU unless the parties mutually agree to reopen a specific section or article.

35.2 Favored Nation Clause-Reopener

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

ARTICLE 36 – DISTRIBUTION OF MEMORANDUM OF UNDERSTANDING AND ENACTMENT

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

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

COUNTY OF SONOMA

/s/ Rick Bolanos
Rick Bolanos Liebert, Cassidy, Whitmore Date

/s/ Jeremie Jenkins
Jeremie Jenkins, Employee Relations Analyst Date

SCLEMA-LAW ENFORCEMENT MANAGERS ASSOCIATION

/s/ Kris Hoyer
Kris Hoyer, President of SCLEMA Date

/s/ John Noble
John Noble Chief Negotiator, SCLEMA Date

(Signed document on file with Employee Relations)

APPENDIX A

LAW ENFORCEMENT MANAGEMENT - SCLEMA 0044

Job Class #	Job Title	"A" STEP (Hourly)	"I" STEP (Hourly)	MINIMUM (Monthly)	MAXIMUM (Monthly)
1698	COMMUNICATIONS DISPATCH MANAGE	\$43.56	\$52.95	\$7,576	\$9,209
3232	PROBATION DIVISION DIRECTOR I	\$41.50	\$50.45	\$7,218	\$8,774
3234	PROBATION DIVISION DIRECTOR II	\$45.67	\$55.51	\$7,943	\$9,654
3238	DEPUTY CHIEF PROBATION OFFICER	\$56.18	\$68.29	\$9,771	\$11,877
4130	SHERIFFS CAPTAIN CORRECTIONS	\$64.33	\$78.20	\$11,189	\$13,601
4164	CORRECTIONAL LIEUTENANT	\$56.20	\$68.31	\$9,775	\$11,881
4225	CHIEF CRIMINAL INVESTIGATOR	\$61.45	\$74.70	\$10,687	\$12,992
4249	CHIEF WELFARE FRAUD INVESTIGATOR	\$45.90	\$55.80	\$7,983	\$9,705

APPENDIX B

VOLUNTARY TIME OFF (VTO) PROGRAM

1. Purpose:

The purpose of the Voluntary Time Off program is to mitigate the need for layoffs of employees in a department. This is done by employees in that department reducing their hours worked and their pay on a temporary basis, until funding has improved or staffing levels have been reduced. Employees wishing to work less than their current FTE on a permanent basis are not eligible for this program. Employees wishing to do so should contact their department about a change in the status of their FTE (i.e. become a permanent part time employee).

2. Request Submission

a. An employee wishing to take Voluntary Time Off without pay (defined as hourly rate) may submit a request for a specific number of hours/days he/she wishes to take as VTO, on the VTO Request Form. The use of VTO is voluntary by the employee and can be withdrawn by the employee at any time. Agreement by the department head to a VTO schedule is voluntary and can be withdrawn by the department at any time.

b. Joint agreement between the employee and his/her department head or designee is required and shall specify the exact hours/days to be taken off under VTO.

3. Employee Conditions

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

a. VTO shall be considered time in paid status for the accrual of benefits, cash allowance and eligibility for overtime and holidays. The same level of benefits and deductions shall be maintained for health, vision, life and dental insurance, vacation and sick leave accrual and retirement credit. The Employee's base salary shall be reduced for each hour taken as VTO. The hourly cash allowance is paid for all hours in a paid status, thus will not be impacted by VTO hours taken.

- b. VTO may be taken in increments of not less than one-half hour. VTO shall be prorated for part-time employees based upon their regular work schedule (budgeted FTE). Employees may reduce their work schedule by up to 25% of their regular work schedule per pay period (for a full time FTE, the maximum reduction per pay period would be 20 hours).
- c. VTO shall apply toward time in service for retirement, completion of probation, eligibility for merit increases and toward seniority.
- d. VTO shall be granted without requiring employees to first use accumulated vacation or compensatory time off.
- e. VTO shall be available only to employees who are in paid status the entire work day before the beginning of the VTO, as well as the entire work day after the completion of VTO.
- f. VTO shall not be available to employees on other leaves without pay.
- g. VTO is contingent upon approval of the department head. Department heads may decline to agree for any reason. Approval must be received at least 5 days in advance of the requested dates.
- h. Employees on VTO may only be assigned to work overtime in case of emergencies.

4. Department Conditions

- a. Any VTO savings will remain within the department in which the VTO is taken.
- b. Departments by agreeing to an employee's participation in VTO are agreeing that they will not fill vacant positions in their departments in the same classifications and location of those employees that are participating in VTO. Departments may not use extra help in the same classifications and locations of employees they have approved to be in the VTO Program. If at such time, the department intends to fill vacant positions in the classifications participating in VTO, then the department shall suspend current employees' participation in the VTO program. Departments will not

assign overtime to any employees in classifications participating in VTO except in emergencies.

- c. Departments will consider, before approving any VTO request, the impact on revenues and reimbursements for VTO hours and only approve VTO requests that save money after taking into consideration the net impact of those revenue reductions.

5. Communication

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

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

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

Name: _____ Employee#: _____

Job Class: _____ Bargaining Unit: _____

Department: _____

REQUESTED VTO DATES:		TOTAL
FROM:	TO:	HOURS

REQUESTED VTO DATES:		TOTAL
FROM:	TO:	HOURS
TOTAL:		

This request is an agreement between the employee and department head or designee as outlined above. This agreement is subject to approval, and management reserves the right to institute and revoke agreements. Employees may reduce their work schedule by

up to 25% of their regular work schedule (for a full time FTE, the maximum reduction per pay period would be 20 hours). A reduction in hours will not impact non salary benefit levels for employees.

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

The above is in accord with my understanding:

Employee Signature: _____ **Date:** _____

Comment: _____

Department Head Authorization: _____

Date: _____

Comment: _____

APPENDIX C

Revised to reflect PORAC increase
and current LTD and pension calculations

May 24, 2016

Total annual cost for current County provided LTD Coverage – \$18,899.40

Total annual cost for PORAC LTD Coverage - \$7,057.44

Total annual savings to the County - \$11,841.96

Total annual amount available for Deferred Comp Contribution - \$11,841.96

County contribution to deferred comp per SCLEMA member/per pay period - \$18.98

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