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**MEMORANDUM OF UNDERSTANDING**

**2018-2019**

*BETWEEN THE*

**COUNTY OF SONOMA**

*AND THE*

**ENGINEERS AND SCIENTISTS OF CALIFORNIA  
LOCAL 20**

**INTERNATIONAL FEDERATION OF PROFESSIONAL  
AND**

**TECHNICAL ENGINEERS, AFL-CIO & CLC  
(ESC)**

*FOR THE*

**HEALTH PROFESSIONALS, UNIT 75**

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**MEMORANDUM OF UNDERSTANDING  
ENGINEERS AND SCIENTISTS OF CALIFORNIA LOCAL 20  
INTERNATIONAL FEDERATION OF PROFESSIONAL AND  
TECHNICAL ENGINEERS, AFL-CIO & CLC  
(ESC)**

**ARTICLE 1: PREAMBLE**

This Memorandum of Understanding between the duly appointed representatives of Sonoma County, referred to as "County," and the Engineers and Scientists of California Local 20, International Federation of Professional and Technical Engineers, AFL-CIO & CLC, hereinafter referred to as "ESC" or "Union," summarizes the agreement of each concerning wages, hours and other terms and conditions of employment for 2016-2018. The parties jointly agree to recommend to County Board of Supervisors the adoption of the Memorandum of Understanding, effective September 13, 2016 (date of Board adoption) unless otherwise specified. This Memorandum of Understanding shall apply only to those classifications listed within the bargaining unit under Article 3 Recognition.

**ARTICLE 2: DEFINITIONS**

2.1 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 the Civil Service Commission.

Appointing Authority: The board, commission, group of persons, officer or person having the power by lawfully delegated authority to make appointment to or removal from positions in the County service.

Base Hourly Rate: 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, the Sonoma County Water Agency, any of its organizational units or boards and commissions, as administratively determined by the County; may include appointing authority, Board of Supervisors, Chief Administrative Officer or a supervisor.



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

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

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

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

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.

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

Employee Full-Time: An employee who is employed in an allocated position which is regularly scheduled for eighty (80) hours of work in each pay period.

Employee Part-Time: An employee who is employed in an allocated position which is regularly scheduled for less than eighty (80) hours of work per pay period. Unless otherwise specified in the Memorandum, the term “part-time employee” shall include both employee 3/4 part-time and employee part-time.

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 in accordance with written arrangements agreed to by the employee and the

appointing authority. Employees assigned to a flex-time work schedule will be eligible for overtime only when the hours worked exceed eighty (80) in a pay period.

In-Service Hours: All hours in paid status excluding overtime.

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

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

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

Regular Work Day: A 24-hour period beginning at 12:01 a.m., or as specified by the department and approved by ACTTC/Payroll containing a specified number of work hours (normally 8, 9, 10, or 12 consecutive hours of work) and normally interrupted by a meal break.

Regular Work Schedule: The determination by the County of an employee's specific work days, work weeks, and work shifts, established on a regular, ongoing basis.

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 (9) salary steps, each approximately two and one-half percent (2.5%) 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.

Split Work Day: A 24-hour period containing no more than 8, 9, or 10 non-consecutive hours of work.

Work Shift: The hours which an employee is scheduled to work within a regular or split workday.

### **ARTICLE 3: RECOGNITION**

- 3.1 The County recognizes ESC as the sole recognized employee organization for the Health Professional Non-supervisory Bargaining Unit. The bargaining unit consists of all full-time and part-time employees in the classifications listed in Appendix A which is referred to and made part of this Memorandum.
- 3.2 Excluded from the bargaining unit are employees represented by another employee organization under the County's Employee Relations Policy, supervisory and confidential employees.

## ARTICLE 4: TERM OF MEMORANDUM

- 4.1 This Memorandum of Understanding shall constitute the complete and full agreement of the parties concerning wages, hours, and other terms and conditions of employment for employees in the bargaining unit. The parties agree that all changes from the 2016-2018 Memorandum of Understanding contained herein will become effective upon adoption by the Board of Supervisors unless otherwise specified. This Memorandum will expire and otherwise be fully terminated by 11:59 pm on March 25, 2019.
- 4.2 In the event the Union or the County desire to negotiate a successor Memorandum of Understanding, it shall serve on the other party by November 9, 2018, its written request to commence negotiations for any successor Memorandum of Understanding. If requested, negotiations shall commence by the second week of December 2018.

## ARTICLE 5: SALARIES

### 5.1 Salary Scales

The salary scales shown in Appendix A, of this Memorandum will be applicable to employees in this unit.

- 5.2 Benchmark and Related Classifications including negotiated salary relationships are shown in Appendix B.

### 5.3 Salary Increases

Effective the first full pay period following Board of Supervisors' adoption of this successor MOU, the County shall increase by three percent (3%) the A-I steps of each scale in the Salary Table specified in Appendix A.

Effective with the first full pay period in March 2017, the County shall increase by three percent (3%) the A-I steps of each scale in the Salary Table specified in Appendix A.

### 5.4 Hourly Cash Allowance

The County shall pay each permanent full and part time employee, in addition to their hourly regular earning rate from the salary schedule, a cash allowance of \$3.45 per pay status hour that the employee is in paid status excluding overtime, up to a maximum of eighty (80) hours in a pay period (or approximately a maximum of \$600.00 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.

5.5 One-Time, Lump Sum, Non-Recurring and Pensionable Payments

- a) Effective with the pay period that begins November 6, 2018, each regular, full time, active employee shall receive a one-time, lump sum, pensionable, and non-recurring payment in the amount of two-thousand six-hundred eighty-one dollars (\$2,681) to those employees in active status as of the last day of the pay period and prorated based on allocated FTE.
- b) Each employee in the following classifications on the date of Board adoption of this agreement shall receive two lump sum payments, each in the amount of seven-hundred eighteen dollars and fifty cents (\$718.50), the first on the pay date of November 28, 2018 and the second on the pay date of July 24, 2019. The payments will be prorated based on allocated FTE. Eligible classifications are: AODS Counselor I/II/III (2682/2683/2684), Biostatistician (2630), Health Information Specialist I/II (2631/2632), Senior Health Information Specialist (2635), Nutritionist (2185), Occupational Therapist I/II (2301/2302), Occupational Therapist I/II CTP (2306/2307), Physical Therapist I/II CTP (2316/2317), Public Health Microbiologist Trainee (2120), Public Health Microbiologist I/II (2121/2122), Senior Client Support Specialist (2470).

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

5.6 Comparison Agencies

Unless mutually agreed to, all classifications covered within bargaining unit 75, Health Professionals, shall utilize the following for comparable agency purposes: Alameda County, Contra Costa County, Marin County, Napa County, Sacramento County, San Luis Obispo County, San Mateo County, and Solano County, shall all be included as comparable agencies.

Within seven days of ratification of this MOU, ESC shall add two agencies from the following list: Monterey County, Santa Cruz County, and Santa Clara County.

The benchmark market average will henceforth be determined by ascertaining the total compensation of each benchmark classification within each agency within the composite list of ten agencies then removing the agency with the highest and the agency with the lowest total compensation per benchmark classification.

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

5.7 Classification and Compensation Review Committee

The parties agree that in preparation for the next contract negotiation only, that a committee will hold its first meeting no later than November 9, 2018 to review match classifications for the following benchmarks:

Job Code	Class Title
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2683	AODS Counselor II
2630	Biostatistician
2532	Health Information Specialist II
2185	Nutritionist
2317	Physical Therapist II CTP
2122	Public Health Microbiologist II
2470	Sr. Client Support Specialist

The committee shall consist of the following: the bargaining unit team shall include four (4) employees and one (1) Union Field Representative who is not an employee of the County. The County team shall consist of up to three (3) representatives from the County. The parties agree that the committee will meet no more than four (4) times, unless mutually agreed. Each meeting shall be scheduled for a minimum of four (4) hours which shall include Union release time. Nothing in this paragraph precludes the parties from discussing classifications and benchmarks during negotiations, and nothing precludes the parties from bringing data discussed during these meetings to negotiations.

**ARTICLE 6: HOURS OF WORK AND OVERTIME**

6.1 Purpose Of This Article

This Article describes the parties’ agreement on matters within the scope of representation related to work schedules, work hours, and overtime. Hours specified under types of employment indicate a commitment by the County to minimum and maximum hours each employee is to be regularly scheduled, as long as there is sufficient work.

Article 6 applies to the following types of employment

- a) Full-Time: An allocated position which is regularly scheduled for eighty (80) hours of work in a bi-weekly pay period.
- b) Part-Time: An allocated position which is regularly scheduled for less than eighty (80) hours of work in a bi-weekly pay period. Part-time employees shall be eligible to receive vacation, sick leave, and holiday benefits on a pro-rata basis. Usage and accrual of these benefits shall be governed by the same rules and regulations applicable to full-time employees.

6.2 Work Schedules

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

6.3 County Work Schedules – Flex-Time And Alternative Work Schedules

6.3.1 Flex-Time Schedule

The County reserves the right to utilize a flex-time schedule. As defined in Section 2.1, an employee and the employee’s supervisor must agree to assignment to flex-time. Employees assigned to a flex-time schedule will be eligible for overtime only when the hours worked exceed eighty (80) in a pay period. The County reserves

the right to discontinue the flex-time schedule and reassign an employee to a normal daily work schedule based on the operational needs of the department.

### 6.3.2 Alternative Work Schedules

Alternative Work Schedule is a regular schedule that is other than the standard 5/8 schedule (eight hours per day, five days per week). Examples include a 4/10 schedule (ten hours per day, four days per week) or a 9/8/1 schedule (eight, nine hour days and one eight hour day with one day off in a biweekly pay period). Pursuant to the County Alternative Work Schedule 9-8-1 Policy, such alternatives are offered to allow workable schedules for employer and employee and must not create overtime as required under any of the Articles of this agreement or as required by law.

Employees may request and department heads may utilize alternative work schedules whenever such schedules will be beneficial to the County and will not incur overtime beyond the County's usual and customary overtime needs under the employee's regular work schedule. Pursuant to the County Alternative Work Schedule 9-8-1 Policy, an employee and the County must agree to and complete a written agreement specifying the work week, scheduled days of the week, and hours to be regularly worked for the alternative work schedule. Employees assigned to an alternative work schedule will be eligible for overtime compensation when the employee performs any authorized work in excess of forty (40) hours in a work week. The County reserves the right to discontinue the alternative work schedule and reassign an employee to a normal daily work schedule based on the operational needs of the department.

### 6.3.3 Incidental Flex Time

An employee may request, and a supervisor may approve, incidental flex time in which an employee works variable work hours with corresponding flex hours off. All requests and approvals shall be in writing. Non-exempt employees must take all flex hours off within the forty (40) hour work week in which the variable hours are worked, and exempt employees must take all flex hours off within the eighty (80) hour pay period in which the variable hours are worked. Employees who participate in an incidental flex time arrangement shall waive daily overtime for the time designated as flex time worked. A supervisor cannot require the use of flex time in lieu of overtime or accrual of compensatory time.

## 6.4 Posting Of Work Schedules

For the convenience of employees, work schedules will be posted in advance. The County may require and authorize an employee to work overtime if the overtime is essential to the continuing efficient operation of the department in which the employee works.

## 6.5 Changes Of Work Schedule

- a) Except in cases where emergency operations require, notice of a change in work schedule arising from other than transfer or promotion shall be given to the affected employee not less than seven (7) calendar days prior to the effective date of the schedule change.
- b) Failure to give the seven (7) days notice to a full-time or part-time employee shall entitle the affected employee to one and one-half (1.5) times the employee's base hourly rate for all hours actually worked on the new schedule which are at variance from the employee's previous schedule until seven (7) calendar days notice is given.
- c) If any full-time employee has been given seven (7) calendar days advance notice of a shift change and the shift change results in the employee doubling back to work the new shift after leaving the work site, all hours worked on the new shift within the employee's same work day as the former shift will be paid at the employee's base rate, not at overtime.

## 6.6 Employee Requested Schedule Change

Notwithstanding Section 6.7, if an employee requests in writing a change in schedule for the employee's own convenience and the request is approved, the employee shall waive overtime resulting from the schedule change as long as the total number of hours does not exceed eighty (80) in any one pay period.

## 6.7 FLSA Overtime

Fair Labor Standards Act (FLSA) overtime shall be defined as hours actually worked in excess of forty (40) hours in a work week. Applying FLSA legal standards, the County shall compensate an employee for overtime at the rate of one and one-half (1.5) times the employee's base hourly rate of pay.

## 6.8 Overtime – Non-Statutory – Non-Exempt Employee

Non-statutory overtime for non-exempt employees is defined as all hours worked in excess of 40 hours in paid status in a 7 day work period or in excess of 80 paid status hours in a 14-day work period; or hours worked in excess of the normal full-time daily work schedule established by the County (in excess of 8 hours for the 5/8 schedule, 9 hours for the 9/8/1 schedule, or 10 hours for the 4/10 schedule).

## 6.9 Overtime – Non-Statutory – Exempt Employee

Non-statutory overtime for exempt employees is defined as all hours worked in excess of 80 paid status hours in a pay period; or hours worked in excess of the normal full-time daily work schedule established by the County on a regular work day (in excess of 8 hours for the 5/8 schedule, 9 hours for the 9/8/1 schedule, or 10 hours for the 4/10 schedule).

## 6.10 Overtime – Non-Statutory – Part-Time Employees

A part-time employee who works in excess of eight hours (8 hrs/5 days) or ten (10) hours (4/10) on a shift with a portion of the time worked extending past the end of the employee's regular workday shall be entitled to overtime for all hours over eight (8) or ten (10) hours.

Such overtime hours worked shall not count in the computation of overtime for non-consecutive hours worked later in the same regular workday.

#### 6.11 Overtime Required And Authorized

The County may require or authorize an employee to work overtime if the overtime work is necessary in the judgment of the County. No employee shall work overtime unless authorized by the employee's supervisor. Prior authorization for overtime is normally required, except in cases of urgent client service. In such cases the employee shall request supervisory approval no later than the next business day.

#### 6.12 Overtime Pay

All overtime (FLSA overtime and non-statutory overtime) compensation shall be paid at the rate of one and one-half times (1-1/2) the employee's base hourly rate of pay for each overtime hour worked through the twelfth consecutive hour, and after the twelfth consecutive hour, overtime shall be earned at the rate of two (2) hours for each one (1) overtime hour worked.

#### 6.13 Overtime In Cash Or In Compensatory Time

All employees shall be compensated for FLSA overtime and non-statutory overtime worked either:

- a) In cash at the rate of time and one-half (1.5) for hours worked; or
- b) As compensatory time off at the rate of time and one-half (1.5) for hours worked.

#### 6.14 Employee Choice

An employee who is required or authorized to work overtime shall make an irrevocable choice each time whether to be compensated in cash or compensatory time until the employee has accrued credit for a maximum of forty (40) hours of compensatory time.

#### 6.15 County Choice

The County has the right to specify how an employee will be compensated for additional overtime when an employee has an accumulation of forty (40) hours of compensatory time up to a maximum of eighty (80) hours of compensatory time. This decision is final and not subject to grievance or appeal.

#### 6.16 Cash Pay Only

After eighty (80) hours of compensatory time has been accumulated, the department shall compensate the employee in cash for any additional overtime worked.

#### 6.17 Approval For Compensatory Time Off

No employee shall take compensatory time off without prior approval of the employee's appointing authority. The appointing authority shall attempt to schedule such time off at the time agreeable to the employee. An employee shall be permitted to use accrued CTO



within a reasonable period after making the request for time off, unless use of the CTO will unduly disrupt operations of the agency.

6.18 Accrued Compensatory Time – Payment At Separation

Each employee who is separated from County service shall be entitled to payment for accrued compensatory time at the employee’s base hourly rate at the time of the employee’s separation or in accordance with law.

6.19 Overtime Not Cumulative

Overtime eligibility provisions are not cumulative. An employee shall not be entitled to multiple overtime compensation even though more than one of the conditions set forth herein may apply with respect to a particular unit of time.

**ARTICLE 7: STAFF DEVELOPMENT & WELLNESS**

7.1 Staff Development & Wellness Benefit Allowance

Each full and part-time employee in the bargaining unit shall be entitled to a Staff Development/Wellness Benefit Allowance. Eligible employees may request reimbursement for allowable expenses, upon approval of the appointing authority, and as defined in the County’s Staff Development/Wellness Benefit Allowance Program Administrative Manual.

7.1.1 Staff Development/Wellness Benefit Allowance – Program

The annual Staff Development/Wellness Benefit Allowance amount will be provided to all full and part-time eligible employees as specified in the following table:

Employee Status	Benefit, Effective September 13, 2016
Full-Time (.075 and above)	\$850
Part-Time (less than 0.75 FTE)	\$425

Effective September 13, 2016, total funds per fiscal year can be used for Staff Development and/or Wellness expenditures. Funds may not be carried over into the next fiscal year, except that any carryover from FY 15/16 may be used in FY 16/17. Use of funds are subject to approval and provisions of the County’s Staff Development Benefit Allowance Program, Administrative Manual and may be taxable pursuant to the Internal Revenue Code.

Effective September 13, 2016, benefit balances will be brought to \$850 for full time and \$425 for part-time, (plus carryover amounts from FY 15/16, minus

amounts already spent between July 1, 2016 and September 12, 2016). Remaining funds may be used towards reimbursement for allowable Staff Development and Wellness Benefit. Reimbursement of expenses will be based on the MOU in effect on the purchase date.

#### 7.1.2 Computer Hardware And Mobile Devices

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

#### 7.2 Continuing Education Leave

Employees are eligible for Continuing Education Leave subject to the following conditions: (1) Courses taken on County time must be directly related to the employee's present position, or career advancement within the present County department. (2) Requests for leave must be approved by the employee's appointing authority. This provision will be applied as consistently as possible and leave shall not unreasonably be denied. (3) Approval for leave will be based, in the judgment of the County, on the needs of the County, the needs of the employee and the availability of adequate resources to cover the absence of the employee. (4) Time spent by an employee on an approved continuing education leave will be considered as normal time worked for the period of the employee's absence which falls within the employee's regular work schedule. (5) Approval of one course does not automatically constitute approval for an entire series unless specifically authorized by the appointing authority. Approval or denial of leave will be provided to employees in writing in a timely manner.

#### 7.3 In-Service Training

The County shall make every effort to provide a program of In-Service training that is 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 upon 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; and 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.

#### 7.3.1 In-Service Training Reimbursement

Expenditures for travel, meals, lodging, registration and other items may be included as part of the In-Service training line item in each of the department's budgets. Occasionally, the departmental budget may not permit trips to be paid by the County. The employee may feel that the trip would be of benefit to the employee's professional development, and therefore, would be willing to pay the expenses if the employee were permitted time off from work at full salary. In addition, other public or private agencies provide grants that can be used to cover the cost of the training.

#### 7.3.2 In-Service Training Requests

When several employees within a department make requests to attend In-Service training and it is not possible to grant attendance for all those employees who have made such a request, because of the criteria listed in Section 7.3, the department head shall establish an attendance list based upon the following order of priority: prior identified training needs; prior attendance at similar courses; and seniority (continuous service).

#### 7.4 Staff Development Benefit Allowance Program, Administrative Manual

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

### **ARTICLE 8: LEAVES OF ABSENCE**

#### 8.1 Vacation

Each employee shall accrue and may use vacation leave with full pay providing that the maximum accumulation shall be no more than two hundred eighty (280) working hours. For the term of the 2016-2018 contract, the vacation accrual cap will be temporarily increased to 300 hours. Any accrued hours above the 280 cap will have no cash out value, and the Union and employees waive any right to vacation pay under Labor Code 227.3 for all accrued vacation hours over 280 hours in an employee's vacation accrual bank. The cap will return to 280 hours effective the first pay period following expiration of the contract, and any remaining hours above 280 in an employee's accrual bank shall be forfeited. Upon expiration of the 2016-2018 contract, this provision will sunset and employees will not accrue any additional vacation hours until their accrued hours falls below the cap of 280 hours.

8.2 Part-Time Vacation Accrual

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.

8.3 Vacation Accrual Rates

Effective July 1, 2014, for each employee who has completed the following In-Service hours shall accrue vacation leave at the appropriate rate shown below. In-Service hours include all hours in paid status excluding overtime. Rates shown below will be adjusted to reflect any unpaid time in each pay period.

<b>YEARS OF COMPLETED</b>	<b>IN-SERVICE HOURS OF</b>	<b>RATE FOR 80 IN-SERVICE</b>	<b>MAXIMUM ACCUMULATED</b>
<u>FULL-TIME SERVICE</u>	<u>COMPLETED SERVICE</u>	<u>HOURS</u>	<u>HOURS</u>
0 through 5 years	0 to 10,434	4.94	280
5 through 10 years	10,435 to 20,870	5.25	280
10 through 15 years	20,871 to 31,305	6.48	280
15 through 20 years	31,306 to 41,741	7.09	280
20 through 25 years	41,742 to 52,177	7.70	280
25 or greater years	52,178 or more	8.01	280

8.4 Reappointment

Each employee with 10,435 working hours (five (5) or more years) in paid status who resigns in good standing and who is later reappointed, within two years of the resignation, shall be credited with 4,174 hours (two years) of continuous service for purposes of new vacation accrual. Each employee with 10,435 In-Service hours (five or more years) of continuous service who was laid off and who is later recalled from layoff within two years shall be returned to the place on the accrual table (in Section 8.3, above) that the employee occupied when laid off.

8.5 Vacation Schedule

Vacation schedules shall be arranged by the department head 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 appointing authority. No employee may take vacation leave in advance of that actually accumulated by the employee at the time such leave is taken. When an employee is restricted on the use of vacation time during a certain month, or months, of the year, due to the needs of the County, the County

shall make every reasonable effort to accommodate the employee's request(s) to use vacation time during other months of the year.

#### 8.6 Separation Payment

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 termination.

#### 8.7 Holidays – Paid

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

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

\* Date-Specific Holidays

An employee on leave without pay who has paid leave remaining (including vacation, sick leave or compensatory time), shall not be permitted to use paid leave as paid status days before or after a holiday for the purpose of receiving holiday pay.

#### 8.8 Elimination Of Floating Holidays And Holiday Eve Hours

The entitlement to and accrual of floating holiday and holiday eve hours is suspended effective June 30, 2013, and eliminated effective June 30, 2014. (The 2013 savings realized by suspending the entitlement to and accrual of floating holiday and holiday eve hours was credited toward the 3% total compensation reduction negotiated in the 2013-2016 MOU. Effective July 1, 2014, the floating holiday and holiday eve hours are converted to vacation accrual, as shown in Section 8.3.) Hours accrued prior to the elimination of floating holiday hours and holiday eve hours will remain in the Compensatory Bank, and may be taken as time off on a day mutually agreeable to the employee and the Department Head and may not

be cashed out. Only an employee who is separated from County service shall be entitled to payment for any remaining hours with the Compensatory Bank at the employee's base hourly rate at the time of the employee's separation.

#### 8.9 Holidays – Observed

If a date-specific holiday listed in Section 8.7 falls on a Saturday, the preceding Friday shall be the County observed holiday. If a date-specific holiday listed in Section 8.7 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 Section 8.7.

#### 8.10 Holiday Compensation

##### a) Full-Time Employees

A full-time employee whose assigned work schedule does not include either the date-specific holiday or the County observed holiday, shall observe the holiday (and not work) on one of the employee's regularly scheduled work days during (1) the same pay period as the County observed holiday, (2) the pay period before the pay period including the County observed holiday, or (3) the pay period after the pay period including the County observed holiday. All other full-time employees whose regular assigned work schedule includes the date-specific holiday or the County observed holiday shall receive their regular eight (8) hours at their base hourly rate of pay. An employee who actually works on either the date-specific holiday or the County observed holiday listed in Section 8.7 shall be compensated for the hours actually worked. An employee who works on both the scheduled holiday and the County observed holiday shall elect which day shall be compensated at the overtime rate. However, only one day shall be compensated at the overtime rate. This paid holiday benefit shall be reduced proportionally by any unpaid time in the pay period in which the holiday falls.

##### b) Part-Time Employees

Any part-time employee shall, for each holiday in the pay period, receive holiday pay equivalent to one-tenth (1/10th) of an hour for each hour regularly scheduled to be worked based on the employee's ongoing work schedule. If the employee's total hours in paid status (excluding the holiday benefit) exceed the hours regularly scheduled to be worked, the employee shall receive holiday pay equivalent to one-tenth (1/10th) of an hour for each hour in paid status (excluding the holiday benefit). This holiday pay shall not exceed eight hours for each holiday. A part-time employee employed before June 26, 2001, who worked a regular schedule of less than thirty-two (32) hours per pay period shall continue to receive a minimum holiday benefit of 3.2 hours for each holiday in the pay period, until such time the employee's regular schedule is changed to thirty-two (32) hours or more or a break in service occurs.

Upon approval of the appointing authority, a part-time employee may elect to accrue compensatory time in lieu of holiday pay only when the holiday pay status creates hours in excess of the employee's regular allocated full time equivalent. Holiday accrued as compensatory time will not count as In-Service nor affect the accruals or pro-ration of benefits until used in a later pay period.

## 8.11 Sick Leave Accrual

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

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

## 8.12 Sick Leave Usage

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

### 8.12.1 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 8.12.1, "family member" is defined as a:
  1. child (defined as biological, adopted, or foster child, stepchild, legal ward, or a child to whom the employee stands in place of a parent, regardless of age or dependency status);
  2. parent (defined as a biological, foster, or adoptive parent, step parent, a 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 is 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, as defined in Article 2 of the MOU;
  4. grandparent, grandchild, or sibling of the employee or the employee's spouse or registered domestic partner, as defined in Article 2 of the MOU.

Sick leave use for family members listed in this section (8.12(c)) shall not exceed forty-eight (48) hours per occurrence unless extended by joint action of the employee's

Department Head and the Director of Human Resources by reason of exceptional hardships. "Occurrence" means per illness or related incidents. The 48 hours do not have to be consecutive.

California "Kin Care" (Labor Code 233) provides that an employee may use an amount of paid sick leave each calendar year that is equal to the amount of time that would normally accrue in six month period, and may be used in the same manner as other sick leave as in described in this section 8.12.1. to attend to the illness of a child, parent, spouse, or domestic partner (as described above). 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 8.13 Documentation Requirements.

#### 8.12.2 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 pregnancy disability leave (PDL) under the Fair Employment Housing Act (FEHA), 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; or, if, in the opinion of her health care provider, she is suffering from any of the conditions listed in California Code of Regulations, Title 2, Section 7291.2(f).
- d) Care of Family Member: When a child, spouse or domestic partner of an employee, who is a member of the employee's household or a person for whom the employee is entitled to a Federal Income Tax dependent exemption, or the employee's or spouse's parent is



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

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

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

For FMLA/CFRA qualifying events to care for a covered family member incapacitated by injury or illness, 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 8.21 – Family Care and Medical Leave under FMLA/CFRA.

### 8.13 Sick Leave – Required Documentation

8.13.1 First Forty-Eight Hours: During the first 48 hours, or number of hours equal to 6 days of the employee's regular schedule (whichever is greater), of accrued sick leave used by an employee, if the need for paid sick leave is foreseeable, the employee shall provide reasonable advance 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.

8.13.2 Subsequent Hours: For use of accrued sick leave beyond the first 48 hours or number of hours equal to six (6) days a calendar year (consecutive or non-consecutive), as described above, a signed medical certification may be required for each use of sick leave. Reasonable medical evidence of incapacity, on forms approved by the County, shall be required for sick leave use of more than forty-eight (48) consecutive work hours' duration.

8.13.3 Reasonable certification may be required, within a reasonable time after the absence, when an unscheduled absence occurs to obtain relief if the employee is a victim of domestic violence, sexual assault, or stalking, in accordance with Section 8.12.1(d) of this Agreement. Such certification shall be treated as confidential. Certification may be provided directly to Human Resources and shall not be disclosed to any person except to the affected employee, or as provided by law.

8.13.4 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.

#### 8.14 Sick Leave Conversion/Distribution

- a) Conversion at Retirement: For each employee who separates from County Service on regular, non-disability retirement shall convert one hundred percent (100%) of unused sick leave remaining to each employee's credit at the time of retirement to retirement service credit as provided by Government Code Section 31641.03,
- b) Pay Off at Regular Retirement: For each employee who separates from County service on regular non-disability retirement, who reaches 100% of retirement benefit allowed by law, and who is prevented by law from converting some or all of the employee's remaining unused sick leave to service credit under Section 22.4 (Sick Leave – Conversion at Regular Retirement), the County shall pay the employee the monetary equivalent of twenty-five percent (25%) of all unused sick leave retaining to such employee's credit at the time of separation, computed on the basis of the employee's base hourly rate of pay. Extra Help sick leave hours are not eligible this provision.
- c) Distribution at Disability Retirement: The County shall pay each employee separated from County service by disability retirement at the employee's base hourly rate for all unused sick leave remaining to the employee's credit as of the time of separation. This Section shall not apply to an employee separated from County service by a service retirement. The County shall not pay an employee under this Section for any sick leave hours donated to the employee by other employees under a catastrophic leave benefit. Extra Help sick leave is not eligible for this provision.
- d) 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 the employee's base hourly pay. Extra Help sick leave is not eligible for this provision.

#### 8.15 Change in Employment Status – Extra Help to Allocated / Allocated to Extra Help

##### 8.15.1 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:

- a) Extra Help sick leave hours must be used prior to using sick leave accrued as a regular employee;
- b) Extra Help sick leave hours have no cash value; and

c) Extra Help hours are not eligible for conversion to service credit at regular retirement.

#### 8.16 Time Off For Voting

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

#### 8.17 Compassionate Leave

A full-time or part-time employee may be granted up to four (4) scheduled regular work days, a maximum of thirty-two (32) hours, of leave with pay, in the event of the death of spouse, domestic partner, child, step-child, son-in-law, daughter-in-law, brother, brother-in-law, sister, sister-in-law, step-parent, grandparent, great-grandparent, or grandchild, or parent of the employee or of the spouse of the employee. Such leave may also be granted to a parent in the event of the death of a son or daughter due to miscarriage or stillbirth. Up to an additional eight (8) hours of sick leave may be granted to supplement compassionate leave.

When travel in excess of 300 miles one way from the employee's residence is required, up to an additional one (1) day of sick leave may be used to supplement compassionate leave.

Up to an additional forty (40) hours of accrued vacation or accrued compensatory time off may be granted to supplement compassionate leave upon request.

#### 8.18 Court Leave

a) 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 rate of pay for those hours spent traveling to and from the court or administrative agency hearing and the hours spent attending to the employee's obligation as a witness so long as those hours correspond to the employee's assigned work schedule. Time spent as a witness or travel time, which are outside the employee's assigned work schedule, shall not be paid. If an employee's obligation as a witness expires on any work day with time remaining on the employee's work schedule, the employee will be obligated to return to work.

b) These provisions do not apply to employees whose appearance is in the line of duty.

8.19 Jury Duty

It is the policy of the County of Sonoma to encourage County employees to perform service as jurors when summoned for jury duty by a court of competent jurisdiction. Any employee summoned for jury duty shall as soon as possible notify his or her supervisor. The employee shall be entitled to a leave of absence at base hourly rate 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 services as a juror. An employee who uses a County vehicle for travel for jury duty shall make payable to the County of Sonoma any and all fees which the employee may receive in payment for travel expenses.

8.20 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 program.

During the proclaimed emergency period and up to one year from the termination of the said proclamation, County employees may donate accrued compensatory time and vacation leave to other County employees who have lost work time because they have been a victim of a disaster affecting their primary residence. For up to one year from the termination of 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.

8.21 Leaves of Absence Without Pay Usage Reference Table

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

<b><u>MOU Section</u></b>	<b>Sick</b>	<b>Vacation</b>	<b>CTO</b>	<b>Comment</b>
During the employee's own incapacity due to illness or injury.	Yes. You may keep 40 hrs.	No	No	
During the time needed by the employee to undergo medical or dental treatment or examination.	Yes. You may keep 40 hrs.	No	No	
When a woman employee is disabled by pregnancy.	Yes. You may keep 40 hrs.	No	No	
When the employee's y family member as defined in the applicable law or policy is incapacitated by illness/injury and the employee must care for him/her, or for care, exam or treatment of a family member*.	Yes. You may keep 40 hrs.	Yes	Yes	You may keep 40 hours in any combination of Vacation & CTO

<u>MOU Section</u>	<b>Sick</b>	<b>Vacation</b>	<b>CTO</b>	<b>Comment</b>
Non-sick FMLA/CFRA** qualifying event (e.g., child bonding leave)	No	No	No	
Education Leave	No	Yes	Yes	Must use all Vac. & CTO
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 & Medical Leave Act (FMLA)/California Family Rights Act (CFRA)

## 8.22 Family Care And Medical Leave

8.22.1 Each eligible employee is entitled to family care and medical leave as provided by the Family and Medical Leave Act (FMLA) and the California Family Rights Act (CFRA), as amended. The unpaid leaves under FMLA and CFRA will run concurrently to the extent permitted by law with available paid leaves as shown in Section 8.20.

### 8.22.2 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.

### 8.22.3 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:

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

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

8.22.3.3 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.)

8.22.3.4 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.)

8.22.3.5 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).

8.22.4 Family Care And Medical Leave To Care For A Covered Servicemember 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 servicemember with a serious injury or illness if the employee is the spouse, son, daughter, parent, or next of kin of the servicemember.

8.22.5 Pay Status And Benefits

8.22.5.1 Except as provided in this Article (see, e.g., Section 8.20), 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.

8.22.5.2 Nothing in this Section shall preclude the use of medical or pregnancy disability leave in Section 9.9 (Medical, Dental & Vision 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 8.21.5 or Section 9.9 (Medical or Pregnancy Disability Leave) and the employee wishes to continue benefit coverage, then Section 9.10 (Continuation of Health Benefits Coverage) applies.

8.22.6 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 leave to which the employee may be entitled for the same qualifying reason. Section 8.20 identifies accrued paid leave which

an employee may be required to use concurrently with unpaid family care and medical leave.

8.22.7 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.

8.22.8 Notice To The County

8.22.8.1 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.

8.22.8.2 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.

8.22.8.3 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.

8.22.9 Medical Certification

8.22.9.1 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.

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

8.22.9.3 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.

8.22.9.4 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.

8.22.10 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.

8.22.11 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. The provisions of this Article 8 are subject to Article 18, Grievance Procedure, of this MOU, but the County Medical Leave Policy is not subject to Article 18, Grievance Procedure, of this MOU.

8.22.12 This Section 8.21 shall be interpreted as the legal minimum family care and medical leave available to eligible employees. The County may grant additional leave without pay provided it is consistent with the applicable provisions of the Sonoma County Civil Service Rules, County leave policies, Section 8.20, and other provisions of this memorandum.

8.23 Family School Partnership Act

Each employee shall be entitled to school visitation leave in accordance with California Labor Code Section 230.8.

8.24 No Break In Service

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

8.25 Leave-Time Off For Donating Blood

If an employee does not have sufficient time outside of working hours to donate blood, subject to department operational needs, the employee may without loss of pay take off up to one (1) hour of working time twice a year for the purpose of donating blood. The employee shall give the employer at least five (5) working days' notice that time off for donating blood is desired, in accordance with the provisions of this Section (8.24).

8.26 Vacation Savings Plan

Under Vacation Savings Plan (VSP), each eligible (permanent or probationary) full-time employee may elect to set aside up to twenty (20) hours of base rate pay each plan year



during years 3 through 5 (4,174 to 10,434 service hours) of permanent, probationary, or unclassified employment. Part-time employees will be eligible to set aside hours on a pro-rata basis, based on their allocated FTE (full time equivalent) position.

Employees enroll during an annual open enrollment period in October/November for the subsequent plan year. The plan year runs from January 1 – December 31. Eligibility to enroll, for full-time and part-time employees, will begin when, as of the start of open enrollment, the employee reaches 4,174 service hours. Eligibility to enroll ends upon completion of 10,434 in-service hours as of the start of open enrollment.

Employees new to this MOU who have between 4,174 and 10,434 in-service hours may enroll within their first 60 days for the current plan year. Information on the plan will be provided by the payroll clerk. Deductions for current plan year enrollments must be completed by the end of the final pay period in December of the current plan year. Failure to submit an Opt Out form does not extend employee entitlement to the special enrollment.

Regular annual enrollments for employees who have reached 4,174 hours by the beginning of annual enrollment but have not exceeded 10,434 hours will complete their election through the County's self-service program during the open enrollment period. Employees indicate the number of hours (up to 20) to purchase, and the number of pay periods over which the deductions will occur beginning on the first pay period of the new plan year. Deductions for regular and special enrollments will be in equal amounts over the number of pay periods selected at the base hourly rate as of the time of enrollment. Deductions must be completed by the end of the final pay period in December. Employees may submit one enrollment per plan year. Elections must be in whole hour increments.

At the end of the plan year, up to 20 hours may roll forward to the subsequent plan year until the last pay period in April. Any unused hours from the prior year on account at the end of the last pay period in April will be paid back to the employee in May.

Time may be used in one-tenth hour increments. The dollar value and hours available in the VSP bank will appear on the employee's paystub, the County's self-service program, and Timesaver.

Deductions are made on an after-tax basis. If there are insufficient funds to cover the deduction, the deduction will not be taken and the amount will automatically recalculate the deduction amount to the remaining elected pay periods in the plan year.

Employees may cancel participation in the program by notifying the Auditor Payroll Division in writing by completing a Vacation Savings Plan Enrollment/Cancellation/Opt-Out Form. The employee designates whether the amount accrued to date will be paid out to the employee or will carry forward under the plan provisions. Balances being paid back to the employee will be paid off as soon as administratively feasible.

In the event the employee separates from County employment or has a change in eligibility status for the plan, unused VSP will be paid to the employee as soon as administratively feasible. Reaching 10,434 hours during the plan year is not considered a "change in status" under this provision.

Use of VSP hours are subject to the following guidelines:

- a) VSP hours shall be used before other accrued leave except for sick leave or mandated time off under an Unpaid Furlough, Mandatory Time Off, or similar program.
- b) Use of VSP hours is subject to the same provisions in Section 8.5, Vacation – Schedules, and require the same pre-approval process as accrued vacation hours.
- c) When paid, VSP hours are not taxed and are paid at the same hourly rate of pay as they were deducted.
- d) If the value in the VSP bank is not sufficient to cover the employee's payroll deductions, the employee must arrange for payment with Auditor Payroll.
- e) VSP hours will count toward seniority and merit, and will be considered "paid status" for the purposes of health benefits, vacation and sick leave accrual, and holiday pay only.
- f) VSP hours will not be credited to retirement service hours, or be included in retirement final annual salary calculation.
- g) VSP hours will not be considered paid status hours for shift pay, premium pay, or cash allowance.
- h) VSP hours must be depleted prior to receiving Catastrophic Leave or Disaster Leave; Short Term Disability plans may also require depletion of leave, if applicable.
- i) VSP hours may be used in conjunction with Workers' Compensation benefits in the same manner as accrued leave.

#### 8.27 Voluntary Time Off (VTO) Program

VTO Program eligibility, authorization of use, and conditions are specified and limited to the VTO Program document (Appendix D), which is incorporated herein by reference. The decision to use and authorize VTO is at the discretion of the department head. This section, 8.26, and the terms, authorization, and conditions are not grievable or subject to arbitration.

### **ARTICLE 9: HEALTH AND WELFARE BENEFITS FOR ACTIVE EMPLOYEES**

#### 9.1 Active Employee Health Plan

Eligible employees are allowed to enroll themselves and their eligible spouse or domestic partner, and/or children in a County plan. An eligible employee is allowed to enroll either as a single subscriber in a County offered medical, dental, vision plan, and/or dependent life insurance, or as the dependent spouse/domestic partner of another eligible County employee/retiree, but not both.

If an employee is also eligible to cover their dependent child/children, each child will be allowed to enroll as a dependent on only one employee or retirees' plan (i.e., an employee and his or her dependents cannot be covered by more than one County offered health plan).

An eligible employee is:

- A County of Sonoma probationary or regular full-time or probationary or regular part-time employee (Refer to Section 9.2.6 (Part Time Employees – Health Benefits), 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.

9.2 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 IRS Code Section 125 or as required by HIPAA or other applicable regulations.

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

Effective the pay period beginning September 13, 2016 for coverage beginning October 1, 2016, health plan coverage will be paid on a semi-monthly basis (24 payments per year).

9.2.1 County Offered Medical Plan(s)

The County will offer at least three medical plans including one HMO with a \$10 co-pay and one plan providing out-of-network provider coverage. The benefit provisions, co-payments and deductibles of each plan are outlined in the Summary Plan Description or Evidence of Coverage.

Specific reference to a vendor listed below 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.

9.2.2 County Contribution toward Active Employee Medical Benefits

Effective the pay period beginning October 23, 2018, with the intent to have premiums paid in the pay period(s) required for coverage to be effective November 1, 2018, the County shall contribute up to a maximum of the following amounts based on the level of coverage for employees enrolled in County-offered medical coverage for any eligible full-time regular employee and their eligible dependent(s). The amounts listed below shall include the conversion of the current County HRA contributions for active employees in Section 9.2.7 to medical contributions.

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 9.2.6 (Part Time Employees – Health Benefits).

9.2.3        Dental Benefits

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

The employee contribution is \$13.04 per semi-monthly deduction. The semi-monthly deduction is effective the pay period beginning September 13, 2016 for coverage beginning October 1, 2016.

Effective the pay date of February 6, 2019, the employee contribution shall be suspended, resuming the pay date of June 12, 2019.

The County shall contribute to part-time eligible employees on a pro-rated basis, in accordance with Section 9.2.6 (Part Time Employees – Health Benefits).

9.2.4        Vision Benefits

The County offers vision benefits to full-time active employees and their dependent(s) with no employee contribution. The County offers computer vision care benefits to full-time active employees with no employee contribution. Benefits provisions, co-payments and deductibles are outlined in the Evidence of Coverage.

Part-time employees will automatically be enrolled in the vision benefit and the County shall contribute to part-time eligible employees on a pro-rated basis, in accordance with Section 9.2.6.

9.2.5        Life Insurance

The County shall offer, at no expense to the employee, a basic term-life insurance plan in the amount of \$25,000 for an allocated full-time equivalent position of sixty (60) hours or more (0.75 FTE or more). Enrollment in basic life insurance is automatic, based on eligibility.

Part-time employees who are allocated to less than a full-time equivalent position per pay period (less than sixty (60) hours or less than 0.75 FTE) may purchase life insurance coverage through payroll deduction.

Each eligible and enrolled employee may purchase, through payroll deduction, dependent coverage of \$5,000 for each eligible dependent. Benefit provisions are outlined in the Schedule of Insurance or Group Insurance Policy.

Eligible employees may purchase additional life insurance coverage for themselves at their own expense upon initial eligibility or during the annual open enrollments period specified in Section 9.2. Employees may purchase supplemental coverage in increments one times (1X) to five times (5X) their base salary to a maximum of \$500,000 (basic + supplemental), 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 the employee moves to the higher age bracket.

Effective during the April 2014 life insurance open enrollment period for coverage beginning June 1, 2014, members who make no changes to their supplemental coverage will automatically have their supplemental coverage amount adjusted from a multiple of the base \$25,000 coverage to the nearest multiple their current base salary. Members will be responsible for paying any increased cost for the benefits. Increases to supplemental coverage beyond the amount automatically assigned by Hartford on June 1, 2014, will be subject to 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.

#### 9.2.6 Part-Time Employees – Health Benefits

Part-time employees in allocated positions of thirty-two (32) hours or more biweekly (0.40 FTE minimum) shall be eligible to participate in the County's medical, dental, and vision plans, and the County's contribution toward their premiums shall be pro-rated. Pro-ration shall be based on the number of paid status hours in the pay period, excluding overtime and including any period of qualified FMLA and CFRA leaves without pay. Employees hired before April 1, 2010 will remain eligible to receive pro-rated benefits based on the paid status hours in the pay period.

#### 9.2.7 Health Reimbursement Arrangement (HRA) Contribution

Effective the pay period beginning on September 13, 2016, the County shall cease contributions to the HRA account described in the section. Effective the pay period beginning September 13, 2016, the County will instead convert such HRA contributions into medical insurance premiums.

Effective through September 12, 2016, all eligible full and part time employees enrolled in a County sponsored medical plan will receive a contribution into a Health Reimbursement Arrangement (HRA) and can participate in the HRA plan

based on County medical plan enrollment as described in this Article 9. Eligible employees who waive medical coverage and are not enrolled in a County sponsored medical plan will not receive a contribution into the HRA.

The County will contribute the amount specified in the table below, per paid status hour to a maximum of 80 hours per biweekly pay period. The County will contribute to eligible part-time employees on a pro-rated basis, in accordance with Section 9.2.6.

**Effective 5/12/2015 - 9/12/2016**

	<b>Per Paid Status Hour</b>	<b>Monthly Equivalent</b>
EE only	\$0.17	\$30.00
EE +1	\$0.66	\$115.31
EE + 2	\$2.47	\$429.45

Prior, unused County contributions pursuant to this section will be available to Plan participants for reimbursement of eligible medical care expenses incurred by an eligible employee or dependents(s) as described in Internal Revenue code sections 105 and 106. Effective September 13, 2016, active employee post-tax medical premiums are not eligible for reimbursement.

Health benefits in this Article 9 are available only to active employees. When this MOU ends on March 26, 2018, the parties agree that the health benefits in this Article 9 are subject to negotiations for a successor MOU.

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

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

**9.3 Employee Assistance Program**

The County provides an Employee Assistance Program (EAP) for all employees during the term of the Memorandum.

**9.4 Malpractice Coverage**

All employees of the County who are engaged in patient care and covered by the County’s malpractice coverage shall continue to be covered for activities falling within the scope of their employment. Criminal or fraudulent conduct by the employee within the scope of their employment is specifically excluded. If the County should discontinue the malpractice coverage, the County agrees to meet and confer with the Union. This Section 9.4 is neither grievable nor arbitrable.

## 9.5 Short Term Disability – Payroll Deduction

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

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

## 9.6 Long-Term Disability Program

The County shall provide and pay the premium for a Long-Term Disability (LTD) benefit as described in the applicable plan document to all full and part-time employees (0.4 FTE minimum) who meet the eligibility requirements. The benefit waiting period is the longer of 60 days, or the period the employee elects to receive paid leave. Employees eligible to receive LTD benefits are not required to exhaust sick leave before receiving LTD benefits, but an employee who chooses to use sick leave or other paid leave after the 60th day of disability is not eligible to receive any LTD benefits until the employee stops using paid leave. LTD benefits cannot be supplemented with any paid leave. LTD benefits will be offset by an applicable income, such as short-term disability benefits, retirement benefits, Social Security, and Social Security Disability benefits, etc.

### 9.6.1 Long-Term Disability Claims Dispute

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

## 9.7 Workers' Compensation Claims Dispute

Any dispute by an employee over a claim processed through worker's 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.

### 9.7.1 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 bi-weekly base salary as follows:

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

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

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

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

If an employee is on an unpaid absence or goes on leave without pay, either of which reduces the employee's time in paid status to less than fifty percent (50%) of the employee's FTE in a pay period, the County will cease to pay its normal benefit contributions. The employee must pay the total benefit premiums if the employee desires to continue medical, dental, vision life insurance and LTD 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 fifty percent (50%) of the employee's FTE in a pay period, the County will continue to pay its normal benefit contributions.

#### 9.9 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 continued coverage through COBRA Continuation of Coverage, and the employee is responsible for making a timely election and paying the COBRA premiums by the due date. Prior to the exhaustion of the thirteen (13) pay periods the County will provide reasonable notice of the employee's obligations regarding the opportunity to continue employee-paid benefits.

An employee who returns to work from medical or pregnancy disability leave without pay prior to the exhaustion of the thirteen (13) pay periods of entitlement under this Article, shall not have the 13 pay period entitlement reduced for any pay period in which the employee is in paid status for at least 50% of the employee's allocated full time equivalent as specified in this Section 9.9 (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 50% of the allocated full-time equivalent. The County's thirteen (13) pay period leave without pay benefit entitlement shall be coordinated with FMLA/CFRA/CPDL as provided in the County's Medical Leave Policy and this MOU.

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 fifty



percent (50%) allocated full-time equivalent in paid status, eligibility for a County contribution toward health benefits is regained. Benefit coverage begins the first of the following month.

#### 9.10 Continuation Of Health Benefits Coverage

An employee who is entitled to continued benefit coverage as specified in Section 9.9 (Medical/Pregnancy Disability Leave) and Section 9.8 (Health Benefits During Leaves of Absence-Non-Medical Leaves Without Pay) above, must notify the Auditor-Controller-Treasurer-Tax Collector (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 last day of the pay period or the date specified in the notice, he/she will receive one 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 reminder notice will be sent. If the employee fails to make proper payment within 30 days of the first due date, the employee's medical, dental, vision, life insurance, and LTD coverage shall be terminated. Coverage will not be reinstated until the first of the month following the employee's return to paid status.

##### 9.10.1 Part-Time Employees-Health Benefits During Leave Of Absence

Part-time employees shall be eligible to participate in the medical benefit plans and/or the dental plans on a pro-rated basis, as defined in Section 9.2.6 (Part Time Employees – Health Benefits). For pay periods with no paid status hours, the County contribution pro-ration shall be based on the employee's FTE.

##### 9.10.2 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.

#### 9.11 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 employee's qualified medical expenses not reimbursed by the employee's health insurance plan. Employees may set aside the maximum amount stipulated in the Plan and consistent with the law.

### Dependent Care Assistance Program

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

All of these plans will be administered by the County in accordance with applicable Federal and State laws as amended and, as such, will not be grievable or arbitrable.

## 9.12 Plan Documents and Other Controlling Documents

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

## **ARTICLE 10: MEDICAL BENEFITS FOR FUTURE RETIREES**

### 10.1 Retiree Medical Coverage

An eligible retiree and eligible dependent(s) (as defined below), may be enrolled in a County offered medical plan as described in section 10.2 but is allowed only to enroll either as a subscriber in a County offered medical plan or, as the dependent spouse/domestic partner of another eligible County employee/retiree, but not both. If an employee/retiree is also eligible to cover their dependent child/children, each child will be allowed to enroll as a dependent on

only one employee or retirees' plan (i.e., a retiree and his or her dependents cannot be covered by more than one County offered plan).

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

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

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

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

- 1) Completed at least 10 years of consecutive regular full-time paid County of Sonoma service employment. The equivalent worked or purchased regular part-time County service time can be counted toward the 10 years. However, any miscellaneous purchased service time such as extra help, contract, and leave of absence service time purchased after January 27, 2010 does not count toward this eligibility requirement, and
- 2) Have been a contributing member of the Sonoma County Employees' Retirement Association (SCERA) for the same time period, and
- 3) Retire directly from Sonoma County service.
- 4) Current retirees receiving a County contribution for retiree medical based on eligibility at the time of their retirement who do not meet the 10 year requirement as listed above are grandfathered in at the eligibility at the time of their retirement.
- 5) Laid-Off & Restored Employees: Employees who were employed by the County prior to January 1, 2009, but who were laid off thereafter shall be eligible for the benefits described in this Article 10.2 provided that they are subsequently restored to County employment, pursuant to Civil Service Rule 11.4, rejoin the County retirement system, and are otherwise eligible for retiree medical benefits under this section. The break in service caused by the layoff shall be bridged upon restoration such that, although no service time is earned during the break, consecutive service is restored for eligibility for this benefit. To the extent allowed by law they shall not be eligible for the benefits described in Article 10.3 (County Contribution toward Retiree Medical Plans - Employees Hired On or After January 1, 2009 - Effective January 1, 2009).

B. County Contribution: The County shall contribute toward the cost of County offered medical plans for any eligible retiree whether or not the retiree covers eligible dependent(s), an amount that shall not exceed, nor be less than, \$500.00 a month. The retiree is responsible for all costs (including premiums) that exceed the total County contribution.

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

10.3 County Contribution Toward Retiree Medical Plans – Employees Hired On Or After January 1, 2009

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

A. Eligibility

- 1) An employee must have been a contributing member (or a contribution was made on their behalf) of the Sonoma County Employees' Retirement Association (SCERA) for the eligibility period described below.
- 2) Regular full-time employees and part-time employees in an allocated position of .5 full-time equivalent or greater, hired on or after January 1, 2009 are eligible to receive a County HRA contribution, if they have completed two (2) full years of consecutive Sonoma County regular service (excluding overtime) in pay status.
- 3) If an employee separates employment before meeting the eligibility requirement, the employee shall receive no benefit.
- 4) Laid-Off & Restored Employees: Employees who were employed by the County prior to January 1, 2009, but who were laid off thereafter shall be eligible for the benefits described in this Article 10.3 provided that they are subsequently restored to County employment, pursuant to Civil Service Rule 11.4, rejoin the County retirement system, and are otherwise eligible for retiree medical benefits under this section. The break in service caused by the layoff shall be bridged upon restoration such that, although no service time is earned during the break, consecutive service is restored for eligibility for this benefit.

B. County Contribution

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

0.5 full-time equivalent allocated position will receive a lump sum contribution of \$1,200 deposited into their HRA account).

2) Regular County Contribution:

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

3) Access To Account Balance:

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

4) Survivors Of Eligible Retirees With Account Balances:

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

5) Forfeiture Of Account Balance:

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

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

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

Upon the death of a retiree enrolled in a County offered retiree medical plan, the County will continue to pay the County's contribution toward the medical plan premium costs in the same manner as if the retiree had survived.

An eligible surviving dependent will be allowed to continue their coverage under the same circumstances and with the same County contribution as if the retiree had survived. To be eligible, a surviving dependent must meet each of the following criteria:

1. Have been an eligible dependent of a retiree who was eligible to receive a contribution toward a County offered retiree medical plan under Sections 10.2 prior to the death of the retiree, and
2. Either be enrolled or have waived coverage at the time of the retiree's death.

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

10.5 Surviving Dependent – County Contribution For Employees Hired On Or After January 1, 2009

Upon the death of a retiree enrolled in the Defined Contribution retiree medical benefit plan (as defined in Section 10.3), eligible surviving dependents may continue participation in the County offered medical plan but remain responsible for all costs (including premiums).

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

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

10.6 Additional 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.

10.6.1 Additional HRA-Biweekly Contribution

Effective February 23, 2010 through August 6, 2012 (end of pay period closest to Board adoption), for each eligible employee in paid status, the County contributed ten dollars (\$10) each pay period into each employee's individual HRA account.

10.6.2 Additional 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 HRA Plan Document.

10.6.3 County HRA Contribution – Full Obligation

The County contributions to the employee's County HRA account described in Section 10.3, combined with the County former contribution to the HRA account described in Sections 10.6.1 and 10.6.2, 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.

10.6.4 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 Section 10.6.1 are to be included in calculating the County's contribution toward retiree medical insurance for any retiree(s), then the contributions described in Section 10.6.1 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 Section 10.6.1.

10.6.5 Maintenance Of HRA Accounts

- a) The County agrees to maintain existing HRA accounts described in Section 10.6 for bargaining unit members. Nothing herein renders County liable to Union or any employee for changes to laws or rules pertaining to administration of these accounts.
- b) The County agrees to continue to pay administrative fees assessed to accounts by the contracted provider for the accounts established under Section 10.6.

10.6.6 Waiver

In consideration for the supplemental HRA, Section 10.6, the Union on behalf of itself and its current members/survivors as of January 26, 2010, waives any cause of action based on County conduct regarding retiree medical benefits from April 1, 2007 through August 6, 2012 (end of pay period closest to Board adoption). 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 11: UNION RIGHTS AND SECURITY**

### **11.1 Fair And Equal Representation**

It is recognized that ESC must provide fair and equal representation to all employees in all represented classes.

### **11.2 Agency Shop Service Fee**

As a condition of employment, all represented employees must be members or service fee payers of the Union. If an employee does not voluntarily make application for membership or service fee status within forty-five (45) days of the effective date of this section or within forty-five (45) days of beginning work, whichever is later, the County shall enroll the employee as a service fee payer automatically and by default. The County shall deduct the service fee from the employee's paycheck. Non-chargeable costs as defined in Section 11.6 below and/or by statutory or case law will be refunded on an annual basis. In no event will they exceed ninety-five percent (95%) of the regular membership dues.

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

A represented employee may revoke his/her voluntary authorization for deduction of Union dues only as provided in Section 11.19 (Maintenance of Membership) of this contract. Any represented employee who revokes his/her voluntary authorization for membership shall be immediately enrolled as a service fee payer. All sums deducted by the County shall be remitted to the Union at an address given to the County by the Union, by the tenth (10) calendar day following the pay period when the deductions were made, together with a list of names and the amount deducted for each employee for whom a deduction was made. The County will also notify the Union of the name of each employee who revokes his "Voluntary Authorization for Deduction of Union Dues." This does not apply to "Special Assessments or penalties" levied by the Union that are over and above the regular paid dues.

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



### 11.3 Agency Shop – Religious Exemption

Any represented employee who executes a written declaration that the employee is a member of a bona fide religion, body, or sect which holds a conscientious objection to joining or financially supporting any public employee organization as a condition of employment shall not be required to join or financially support the Union.

Such employee shall pay a sum equal to the agency shop service fee described in Article 11 above to a non-religious, non-labor charitable fund chosen by the employee from those charities listed with United Way, Combined Health Appeal of California or Environmental Federation of California. The employee shall have, on a biweekly basis, a payroll deduction of this agency shop service fee or charitable contribution.

### 11.4 Separation From Unit Exception

The provisions of Article 11.2 above shall not apply during periods of separation from the eligible bargaining unit by any employee otherwise subject to that article but shall reapply to such employee following the first full pay period following the return of the employee to the bargaining unit. The term “separation” includes layoffs, transfers-out of the covered bargaining units by request, promotion, demotion, reclassification, or for any other lawful reason, and unpaid leaves of absence of a duration of more than one (1) full pay period, for any reason, including disability.

### 11.5 Chargeable Costs

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

### 11.6 Non-Chargeable Costs

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

- a) Lobbying or other political activity except as authorized by law;
- b) payments to affiliates, except for chargeable costs as authorized by law;
- c) social activities except as authorized by law;
- d) charitable and philanthropic activities;
- e) insurance and other benefit programs except as authorized by law; and

- f) any cost that, by law, cannot be included in a agency shop service fee.

#### 11.7 Notice Of Agency Shop Service Fee

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

- a) An accounting report prepared, signed and verified by an independent auditor, who is a certified public accountant, for the overall purpose of providing an itemization of the expenditures of the Union in detail necessary for an employee reasonably to be able to determine what the Union spends on both chargeable items and non-chargeable items, and consider whether expenses designated as chargeable are related to the Union’s collective bargaining functions. However, this requirement can be met without requiring or allowing non-members or the County to become the union’s auditors. The accounting will utilize data from the prior fiscal year. At a minimum, this accounting report must:
  - 1) state the amount of the agency shop service fee and provide an overview of how the accounting reports were translated into calculation of this fee;
  - 2) disclose the Union’s major categories of expenses, including employee compensation, specifying the actual expenditures within each category and the amount spent in each expenditure for chargeable items and non chargeable items; each major category and the allocations of expenditures therein for chargeable and non-chargeable expenses must be verified by the auditor;
  - 3) disclose what percentage of total Union expenditures is allocable to chargeable items and what percentage is allocable to non-chargeable items;
  - 4) state the total sum of money the Union pays affiliates and demonstrate what percentage of such money is used for chargeable and what percentage is used for non-chargeable activities;
  - 5) disclose what percentage of regular membership dues is allocable to chargeable items and what percentage is allocable to non-chargeable items and, consequently, what percentage of dues will be collected as the agency shop service fee;
  - 6) explain the methodology used in producing this accounting report.

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

b) Instructions on filing a challenge to the amount of the agency shop service fee with the Union, which, at a minimum, shall provide as follows:

- 1) Non-members who wish to challenge collection of the agency shop service fee because the amount identified allegedly contains expenditures for non-chargeable activities, must file an objection letter with the Union within thirty (30) calendar days of receipt of notice (notice shall be rebuttably presumed to have been received no later than five (5) calendar days after it is postmarked).

A non-member may file a letter by presenting it to the Union business office in person or by certified mail, return receipt requested. The non-member shall provide a copy of the letter to the County's Director of Labor Relations within three (3) calendar days of its filing with the Union;

- 2) The letter shall be signed by the challenger or the challenger's agent under penalty of perjury and must state with specificity the particular expenditures being challenged, and the grounds for such challenge. The letter must contain the name and mailing address of the challenger;
- 3) During the pendency of the challenge, the amount of the agency shop service fee reasonably in dispute shall be placed in an escrow account established by ESC;
- 4) Within thirty (30) calendar days after receipt, the Union shall schedule a date for arbitration, which shall be conducted in accordance with procedures established by American Arbitration Association. Pending the commencement of arbitration, the Union and the challenger may, by mutual agreement, attempt to resolve the dispute informally;
- 5) The arbitrator shall be selected in accordance with the procedures of the American Arbitration Association;
- 6) The Union shall have the burden of proving that the fee amount complies with this article and applicable law; and
- 7) The costs of the arbitrator and court reporter, if any, shall be borne entirely by ESC. The challenging employee shall be responsible for his/her costs including but not limited to attorney fees and copies of the court reporter's original transcript.

#### 11.8 Union's Constitutional Obligations

- a) It is recognized that this agency shop provision affects sensitive and important political speech and associational rights of County employees, which are protected by the First Amendment of the U.S. Constitution. In an effort to ensure that these rights are not infringed, this article sets forth procedures and requirements that the Union must, at a minimum, follow. Nothing in this article or any other, however, relieves the Union of taking whatever additional action may legally be required to protect the constitutional rights of employees who are subject to an agency shop service fee under this article. The Union also acknowledges that the law in this area is constantly evolving, and therefore, recognizes that it has an ongoing obligation to monitor relevant legal developments,

including the case law on this subject, and to adapt its conduct in implementing this article as required. The Union also recognizes that it is foreseeable that the employees subject to the agency shop service fee may suffer damages if this article is not carried out in accordance with the First Amendment. For this reason, and others, the County has strongly encouraged and still does strongly encourage the Union to consult with competent legal counsel throughout the term of this contract over the implementation of this article.

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

#### 11.9 Part-Time Employees

The financial obligations, of employees who work less than full-time, are subject to the agency shop service fee provisions of Section 11.2 above. The agency shop service fee shall be set on a pro-rata basis expressed as a percentage of salary.

#### 11.10 Notice Of New Employees and Ongoing Member Represented Employee Information

Notice of New and Ongoing Represented Employees Information: On a bi-weekly basis, the County shall provide to a person designated by the Union, a report containing the following information for all represented employees: full name,

- home address,
- work, home and cellular telephone numbers,
- work email addresses and personal email addresses on file with employer,
- date of hire,
- union membership status,
- job code,
- job classification,
- department and section code,
- work site address,
- FTEs,
- pay rate, scale and step.
- Employee ID #.

The County will also provide, on a bi-weekly basis, a report identifying which employees are new employees or transfers who are newly represented by the ESC Bargaining Unit.

- b) Union stewards shall be authorized to receive the names and addresses of new employees not more than each pay period from the departmental payroll clerk.
- c) The names and addresses provided to the Union shall be kept confidential.
- d) A Union steward or Union Field Representative is entitled to contact all newly-hired employees and transfers who are newly represented by the ESC Bargaining Unit, to

present Union information, on the Union steward's and employee's own time (meaning rest breaks, meal breaks and after work hours).

- e) The Union recognizes and respects the legal right of each employee to the employee's privacy and agrees not to use or allow others to use any information obtained pursuant to this agreement for commercial gain or in a manner that would violate those rights. With respect to this promise, the Union agrees to indemnify, defend and hold harmless the County of Sonoma, its officers, employees and agents from any claim, liability or damage arising from the Union's breach of its duty under this Memorandum.

f) The County shall notify new ESC-represented employees and transfers who are newly represented by the ESC Bargaining Unit, that the Union is the recognized employee organization for the employee's job classification.

#### 11.10.1 New Employee Union Orientation

- a) Within thirty (30) days of hire, employees shall normally be expected to attend a New Employee Orientation ("NEO") program presented by the County Human Resources ("HR") Department. The County shall provide the Union written notice of all NEOs, including those presented by the County HR Department, Permit Sonoma (the Permit and Resource Management Department), the Department of Health Services and any other formal group department orientation program at which ESC Local 20 members are in attendance, excluding payroll sign-ups.
- b) Said notice shall be given at least ten (10) calendar days in advance of a NEO, except that shorter notice may be provided in specific instances where there is an urgent need critical to the County's operations that was not reasonably foreseeable. In the event that a previously noticed NEO needs to be re-scheduled, the County shall notify the Union of the cancellation as soon as practicable. The County shall re-schedule ESC-represented employees to attend another regularly scheduled NEO, taking into account required notice for union release time, and immediately notify the Union of the new date.
- c) At least 72 hours in advance of a NEO the County shall provide the Union an electronic list of expected participants of each NEO, along with any contact information received by County HR from the hiring department at that time. Each new employee shall receive a copy of the Union's standard introductory packet, copies of which shall be provided by the Union.
- d) The Union shall have the opportunity to make a 30-minute presentation at each NEO program presented by the County HR Department with new hires or new transfers into the ESC Bargaining Unit in attendance. The County shall provide the Union a copy of the sign-in sheet within five (5) business days of each NEO program presented by the County HR Department attended by ESC-represented employees.
- e) If a new hire or transfer into the ESC Bargaining Unit has not attended the Union Orientation section of a NEO program at County HR within forty-five (45) days of hire or

transfer into the ESC Bargaining Unit, a Union steward or Union Field Representative may meet with the new or transfer employee for up to thirty (30) minutes during the new or transfer employee's regular working hours, at the employee's worksite.

- f) One Union designee shall be granted 30 minutes of County release time plus reasonable release time for necessary travel to present on the Union's behalf at the NEO program presented by the County HR Department or make-up sessions.
- g) In addition, the Union shall have the opportunity to make a 10-minute presentation at each NEO program presented by Permit Sonoma (the Permit and Resource Management Department), the Department of Health Services and any other formal group department orientation program at which ESC Local 20 members are in attendance.
- h) A NEO meeting (or make-up meeting) shall take place in a meeting room provided by the employer, during normal working hours and on paid time. No representative of management shall be present during the Union's presentation at the NEO or make-up session.

#### 11.11 Indemnification

ESC 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 ESC under this article, including, but not limited to, the collection and procedures for collection of agency shop service fees and the amount of such fees. This section shall be in addition to any other remedy available to the County under this contract or provision of law.

#### 11.12 Rescission Of Agency Shop Provision

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

#### 11.13 Effective And Expiration Dates

This article shall expire upon the expiration of this MOU, unless it is terminated earlier pursuant to state law or this agreement.

#### 11.14 Record-Keeping And Reporting

ESC shall comply with the financial recordkeeping and reporting requirements of Government Code section 3502.5(d) or its successor provision.

#### 11.15 Violation Of Article

If a court finds the implementation of this article in violation of constitutional law, the Union shall have sixty (60) days to comply with the Court's order or the County may thereafter cancel Article 11, Sections 11.1-11.20. In the interim, all collections of agency shop service fees by way of payroll deductions by the County shall be suspended, except as allowed by the Court. Also, except as allowed by the Court, no unpaid agency shop fee that would otherwise have been due during the time such violation existed may be collected retroactively after the violation was corrected.

#### 11.16 Non-Arbitrability

Except as provided below, Article 11 shall be grievable and arbitrable under Article 18 of this agreement.

The following are not grievable or arbitrable under this agreement:

- a) The adequacy of the union's notice required by Section 11.8 above; and/or
- b) other issues bearing on the constitutionality of the union's collection of an agency shop service fee as prescribed by the courts.

Disputes regarding the amount of the agency shop service fee shall be arbitrable under this memorandum but only pursuant to Section 11.8 above.

#### 11.17 Dues Check Off And Agency Shop Service Fee Deductions

The County agrees to deduct all union dues, agency shop service fees as provided for in Section 11.2 (Agency Shop Service Fee), insurance premiums and assessments for the pay of those employees who have authorized that such deduction be made. The amounts deducted shall be remitted promptly to Union or its designees, with an alphabetical list of the employees from whom deducted. The Union agrees to indemnify, defend and hold harmless the County, its officers, agents and employees from any claim, liability or damage arising from this provision.

#### 11.18 Payroll Deductions

The Union and County agree that all payroll deductions for employees represented by the union shall be made on no more than ten (10) data processing codes. The Union agrees to work with the Auditor-Controller-Treasurer-Tax Collector to establish protocols for use of these codes.

#### 11.19 Maintenance Of Membership

Effective upon adoption of this MOU, all Union members who had deduction authorizations on file with the County Auditor-Controller-Treasurer-Tax Collector (ACTTC), or the Union, or who may thereafter authorize in writing the deduction of their Union dues, shall remain on payroll deduction for the term of this Memorandum or as long as they are members of the bargaining unit. Union members may change to agency fee deductions at the expiration of this Memorandum by giving written notice to the Union and the ACTTC during a one-month

period between ninety (90) and sixty (60) days prior to the expiration of the term of this Memorandum. The Union agrees to indemnify, defend and hold harmless the County, its officers, agents and employees from any claim, liability or damage arising from this provision.

#### 11.20 Bulletin Boards

County will furnish reasonable bulletin board space measuring no less than 36 x 48 inches. Bulletin boards shall be located in all primary worksites of County employees represented by ESC, and other mutually acceptable areas and shall, when reasonably possible, be out of plain view of the public. All materials to be posted on said boards shall be in good taste and strictly impersonal in nature and limited to the legitimate business of the Union.

#### 11.21 Communications

##### a) Interdepartmental Messenger

The County's interdepartmental messenger service may be used for individual business-oriented communication between employees who are represented by Union and between the paid staff of Union and such employees, provided that paid staff of the Union shall pick up and deliver all written communications outside the County's normal distribution route. Union understands that the continuance or discontinuance of the interdepartmental messenger service is a matter within the sole discretion of the County and will be administered in accordance with Section 14 of the County Employee Relations Policy.

##### b) E-Mail Use

As with union communications posted on bulletin boards, e-mail content shall be in good taste, impersonal in nature and limited to the legitimate business of the union. Further, the parties agree that time spent by County employees generating or responding to union notices or queries on the County e-mail system will be kept to a minimum. Should the union or the County have concerns about the length or content of specific communications they will contact the County Director of Labor Relations.

#### 11.22 Stewards

The Union may designate up to ten (10) Union Stewards from among employees in the bargaining unit. Stewards have the right and obligation to represent and assist individual employees as provided for in this Memorandum. The Union will provide the County's Director of Labor Relations with a current and updated list of Stewards.

#### 11.23 Steward Duties

Duties required by the Union of its Stewards, except for attendance at formal meetings with the County, supervisory personnel and aggrieved employees arising out of a pre-disciplinary investigation, pre-disciplinary meeting, or any meeting under the grievance procedure, shall not interfere with the Union Stewards' or other employees' regular work assignments. No Steward may leave duty or work for purposes of Union representation without the specific approval of the Steward's supervisor or other authorized management official. Such release will not be capriciously or arbitrarily denied (Discipline as used in this provision shall mean



oral or written reprimands, suspension without pay, involuntary demotion, or involuntary discharge). The Union and the County agree that employee performance evaluation meetings which do not include a discussion of discipline will not create a right for Steward representation or assistance at the meeting.

#### 11.24 Steward Selection

While the Union is free to choose its Stewards from employees, it agrees that the number of Steward(s) from any one department, division or work area will not hinder effective working relationships or productivity and delivery of County services. The Union's request for Steward release time shall not be made capriciously or arbitrarily and release time demands of any one employee shall be within reasonable limits. The County will not take reprisal against any Steward for the Steward's protected activities as provided for under this Memorandum.

#### 11.25 Work Access

Authorized Union representatives will be given access to work locations during working hours to investigate and process grievances or post bulletins on the bulletin board. Union representatives desiring access to a work location shall state the purpose of the visit and request the department head's or designee's authorization within a reasonable amount of time before the intended visit. Union shall give to each affected department head and the Director of Labor Relations a written list of authorized Union Representatives. Only those people whose names appear on the current list shall be granted access under this provision.

#### 11.26 Meeting Space

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

#### 11.27 Classification Study Requests

In response to a written request from a department head, the Union, or an employee for a reclassification study, the Human Resources Department shall acknowledge receipt of said request and if possible indicate the general priority, if known, within thirty (30) calendar days of the date said request is received by the Human Resources Department. The Director of Human Resources or his designee will review the status of pending classification study requests with a staff member of Union upon request.

#### 11.28 Non-Discrimination For Union Activity

Neither the County nor the Union will discriminate against any employee because of the employee's legitimate Union activity or non involvement in Union activity.

## 11.29 Union/County Meetings

The Union and County shall meet whenever the Union's Chief Steward, Union Representative, or General Manager and the County's Director of Labor Relations agree to meet to discuss matters of mutual interest. Agenda items will be agreed to as well as the date and time of such meeting. Either party may refuse to meet if the subject of the meeting involves an ongoing grievance under Article 18.

## 11.30 Union Business

### 11.30.1 Union Business Release Time Bank

The Union is authorized a total of 100 hours of paid Union Business Release Time each Fiscal Year, starting with the Board of Supervisors' approval of the 2016-2018 Memorandum of Understanding between the parties. Upon request from the Union Business Agent or designee, the County agrees to authorize stewards and other member(s) of the Union release time to attend to Union business related to County of Sonoma. In all cases use of Union Business Release Time will not unreasonably interfere with the Department's operations and the Union member(s) shall secure permission from their supervisor before leaving their work assignment. The Union's request for Union Business Release Time shall not be made capriciously or arbitrarily, and time demands on any one employee shall be within reasonable limits and with the approval of the designated supervisory representative.

Effective the first full pay period following Board of Supervisors' adoption of this agreement, the County will add one hundred (100) hours of Union Release Time into the bank.

Starting on the date when the Union notifies the County of its intent to re-open the MOU, for the 2018-2019 successor MOU negotiations, the County shall allow the Bargaining Team three (3) four-hour blocks of paid release time to prepare for negotiations.

### 11.30.2 Process

The Union shall normally request Union Business Release Time four (4) business days in advance of the release date. The Union and the County agree that issues will come up where four (4) business days advance notification is not possible. The Union will make every effort to notify the County as soon as possible and consider department operations when designating employees for Union Business Release Time in these situations. For any requests for Union Business Release Time, the Union shall specify in the request whether the time to be used will be paid time (which shall be subtracted from the Union Business Release Time Bank) or unpaid time.

### 11.30.3 Unpaid Release Time

Unpaid release time requested by the Union may be taken as paid time if the employee uses accrued vacation or compensatory time off.

11.30.4 Travel Time

Travel time related to Union business shall be handled in one of the following ways:

- 1) The Union shall request the travel time as Union Business Release Time and such time shall be subtracted from the Union Business Release Time Bank,
- 2) The employee shall use accrued vacation or compensatory time to cover the travel time, subject to advance approval of the employee’s supervisor, or
- 3) The employee may take unpaid time off, subject to advance approval of the employee’s supervisor.

11.30.5 Reporting

The Union shall provide a monthly reporting to the Employee Relations Manager with the names and hours used by Union member(s) during County work hours.

When paid release time for Union Business will result in overtime to backfill the position, the County will charge the Union Business Release Time Bank at the overtime rate. The County shall communicate to the Union the identity and number of hours worked by the replacement employee.

11.30.6 Carry Over Hours

Up to 50 hours of unused Union release time may carryover at the end of the fiscal year. Total available hours in any fiscal year shall not exceed two hundred (200) hours.

11.30.7 Union Business

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

<u>Union Business Release Time</u>	<u>County Release Time</u>
Four (4) business days advance notice Completion of release time form. Approval of Employee Relations and Operational Department designee. Union Business Release Time Bank hours charged.	Pre-approval from Employee Relations and Operational Department designee. Union time bank hours not charged
Union Sponsored Classes Steward Training	Joint Labor Management Committees i.e., Joint Labor Management Benefits Committee meeting (JLMBC) Housing Assistance Committee (HAC), etc.

<u>Union Business Release Time</u>	<u>County Release Time</u>
Internal Union Matters	County Initiated Informational Meetings/Surveys
Union Safety Meetings	Meet and Confer
Civil Service Commission Meetings – general attendance	Civil Service Commission Meetings (Appellants and Appellant’s Representative)
Meetings with business agents or union officials.	Grievances (Grievant and Representative) -Investigations -Grievance meetings - Arbitration
Union Organizing Campaigns	Notice of Intended Disciplinary action. (Skelly) Meeting
BOS Meetings	Interest Based Bargaining Training
Special Elections and Ratifications	

11.30.8 Indemnification

The Union shall defend, indemnify, hold harmless, release and save the County, its agents and employees, from and against any and all claims, demands, suits, orders, judgments, expenses or other forms of liability arising out of or in connection with this Article and/or any action taken by the County and/or the Union under this Article 11.30, including, but not limited to, Union members taking paid release time to attend to Union 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 12: EMPLOYEE RIGHTS AND BENEFITS**

12.1 Employee Records

a) Employee Performance Evaluation

The County reserves the right to determine the method, the means and the timing or necessity for employee performance evaluations, subject only to the following provisions: An employee shall be formally evaluated at least annually by the employee’s immediate supervisor. However, an employee who is at Step I of the salary range may, at the discretion of the supervisor, be formally evaluated at least bi-annually. Evaluation factors shall be job-related. Performance deficiencies, if any and necessary corrective actions will be documented in formal evaluations. Evaluations shall include space for employee comments and additional employee comments may be attached. Employees shall have thirty (30) calendar days after receipt to submit their response to their supervisor.

Performance evaluations of only full-time and part-time employees which deny a merit salary increase or have an overall rating of unsatisfactory may be grieved through the Third Step of the Grievance Procedure established under this Memorandum for a final decision.

b) Personnel File – Inspection Of

County and Union agree that the official personnel records are not subject to public inspection except in accordance with law. Except as restricted by law or provided below, employees shall have the right to inspect and review their official personnel record (relating to their performance as an employee which is kept or maintained by the County). Information, records, and materials separately kept by the employee's supervisor are not part of the official personnel file and have no official standing by themselves in disciplinary actions. Supervisory notes and informal correspondence are not to be entered into the employee's official personnel file until they have been seen and signed by the employee or witnessed that the employee has been given a copy for review.

Supervisory notes and informal correspondence not placed into the employee's official personnel file shall be destroyed three (3) years after the date they were created.

c) Employee Response

The County shall provide an opportunity for the employee to respond in writing to any information placed in their official personnel record. An employee shall have thirty (30) calendar days, exclusive of previously scheduled leave, from the receipt of the notification (notification shall contain a copy of the documents to be entered) to submit their response. The response shall become a permanent part of the employee's official personnel record. The response shall fully describe the circumstances surrounding the issue(s) and it shall include a statement of facts, supportive documentation, and/or witnesses. The employee shall be responsible for providing to their supervisor the written response to be included as part of the employee's permanent personnel record.

d) Employee Review

The contents of employee personnel records shall be made available to the employee for inspection and review at reasonable intervals during the regular business hours of the County.

e) Personnel File – That Cannot Be Reviewed

Notwithstanding any other provisions of this Section (12.1), the County and the Union agree that an employee is not entitled to inspect, review, or copy such documents as reference letters, background investigations, and records pertaining to investigation of a possible criminal offense.

f) Personnel File – Consent For Union Representative To Review

Should an employee wish to have a union representative review the employee's own personnel records, the employee will provide the union representative with a signed letter indicating the employee's consent to have the employee's records reviewed. The union

representative shall present said consent letter to the employee's appointing authority, or designated representative, prior to reviewing the employee's records. The appointing authority shall keep the official personnel records of all employees within the department.

g) Personnel File – Review Of Adverse Comments Before Entry In

No employee shall have any comment adverse to the employee's interest entered in the employee's official personnel records file which may be used for disciplinary action without the employee having first read and signed, or initialed the document containing the adverse comment. Except that such entry may be made if after reading the document, the employee refuses to sign or initial it. The employee shall have thirty (30) calendar days from receipt to file a response. Should an employee refuse to sign or initial the document, that fact shall be noted on the document and signed or initialed by the supervisor. In the event an employee is not available due to resignation, termination, or leave of absence longer than thirty (30) days, to read and sign or initial the document, a copy of the document with a notation stating "cc: Personnel File" will be mailed to the employee's last known address. For purposes of this Section, "adverse" shall refer to comments critical of any aspect of the employee's performance of job duties.

h) Personnel File – Copy Of

All personnel records are and remain the property of the County. At the employee's request, the employee shall be provided one copy of any document placed in the employee's file. An employee must specify the documents which are requested for copying and shall pay the standard County copying fee.

12.2 Personal Property Reimbursement

Upon recommendation of the appointing authority, the County, in accordance with Government Code #53240, shall provide for payment of the costs of replacing or repairing property or prosthesis of an employee, such as eyeglasses, hearing aids, dentures, watches, or articles of clothing necessarily worn or carried by the employee when any such items are lost or damaged in the line of duty without negligence by employee. If the items are damaged beyond repair, the actual value of such items may be paid. The value of such items shall be determined as of the time of the loss thereof or damage thereto in accordance with the Personal Property Claims Guide as provided by Board of Supervisors Resolution No. 56420, dated January 18, 1977.

12.3 Rest Periods

Each department head shall grant rest periods to employees, except where unusual operational demands prevent a rest break. Rest breaks will not be unreasonably or consistently denied. Rest period shall not exceed fifteen (15) minutes in any four (4) consecutive hours of work and shall be considered as time worked.

12.4 Meal Periods

Employees shall be granted a duty-free meal period during each work shift that exceeds six (6) consecutive hours. The duration of the meal period may be not less than thirty (30)

minutes nor greater than sixty (60) minutes and will be scheduled as near to the middle of the work shift as reasonably possible. Different meal periods may be assigned to different work units in the same County department or division. Duty-free meal periods shall not be considered as time worked. In those special circumstances where the County determines a duty-free meal period is not appropriate with the delivery of efficient and productive services to the public, as determined by the appointing authority, the employee shall be assigned to a non-duty free meal period which shall be considered time worked. If the County plans to take action under this Subsection, the department shall give the affected employee(s) advance written notice and provide an opportunity for the affected employee(s) to discuss the issue with the appointing authority before final action is taken.

#### 12.5 Non-Discrimination

Provisions of this Memorandum shall be equally applied to all employees in the unit without unlawful discrimination as to age, sex, race, color, creed, national origin, ancestry, religion, physical or mental disability, medical condition (cancer-related), marital status, sexual orientation, or political affiliation. The parties agree that the prohibition against sexual discrimination includes sexual harassment. The Union and the County shall equally share the responsibility of the application of this provision. An employee alleging unlawful discrimination may use the County's Equal Employment Opportunity Discrimination Complaint Procedure by contacting the Affirmative Action Coordinator, located in the Human Resources Department, but may not use the Grievance Procedure of this Memorandum.

### **ARTICLE 13: COMPENSATION BENEFITS**

#### 13.1 Mileage Reimbursement

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

#### 13.2 Shift Differential Premium

An employee who is assigned to work and actually works an evening or night shift is entitled to receive shift differential defined below. All employees entitled to receive shift premium pay as of the first pay period following the execution of this Memorandum shall be paid as follows:

- a) Shift differential shall be paid only for hours worked on the defined shift. An employee whose shift starts at 7:00 a.m. or later and ends by 7:00 p.m. shall not be eligible for shift differential pay.
- b) An employee must actually work 50% or more of his or her shift hours between 2:00 p.m. and 10:00 p.m. to receive the evening shift differential premium specified in subsection 13.2(c). An employee must actually work more than 50% of his or her shift hours between 10:00 p.m. and 8:00 a.m. to receive the night shift premium specified in subsection 13.2(d);
- c) An additional 5% above the employee's base hourly rate for each hour actually worked on an evening shift. Effective the first full pay period following Board of Supervisors' approval of

this successor MOU, the evening shift differential shall be increased from five percent (5%) to seven percent (7%) above the employee's base hourly rate for each hour actually worked on an evening shift.

- d) An additional 10% above the employee's base hourly rate for each hour actually worked on a night shift, or for Behavioral Health Clinician job classes, an additional 17% above the base hourly rate for each hour actually worked on a night shift.

### 13.3 Shifts Defined

For purposes of the shift differential premium, an evening shift is defined as beginning at or after 2:00 p.m. and prior to 10:00 p.m., and a night shift is defined as beginning at or after 10:00 p.m. and prior to 8:00 a.m.

### 13.4 Split Shift

An employee assigned to and who actually works a split shift shall receive shift differential based on the time of the beginning of each half shift in accordance with times specified in Section 13.3.

### 13.5 Call-Back Premium

Whenever an employee is ordered by the department head, or designee, to return to duty following the termination of the employee's normal work shift and departure from the work site, the employee shall receive a minimum payment equivalent to two (2) hours of overtime compensation or overtime compensation for the actual time worked, whichever is greater. Time worked, for which the employee is entitled to compensation, shall include reasonable travel time to and from the employee's residence. In no case shall an employee continue to receive standby pay once called back to work.

### 13.6 Standby Duty

An employee, who is released from duty and is assigned by the County to be on standby, shall be eligible for standby premium pay. Standby duty requires that an employee designated by the appointing authority to be so assigned, be ready to respond immediately, be reachable by telephone, be able to report to work within a specified period of time, and refrain from activities which might impair the employee's ability to perform assigned duties. Answering telephone calls and responding to phone inquiries is considered part of the standby assignment and is compensated within the standby premium pay. Employees on standby are called upon to use their professional judgment and discretion as to whether the situation can wait to be addressed during regular work hours, referred to another authority, or call back to work is required to resolve. No employee shall be paid for standby duty and other compensable duty simultaneously.

### 13.7 Premium Pay for Detention Facilities

An employee in a class covered by this Memorandum who is assigned to work in a detention facility, Juvenile Hall, Main Adult Detention Facility (MADF), North County Detention Facility (NCDF), Valley of the Moon Children's Home and Probation Youth Camp shall receive 10 percent (10%) premium pay above the employee's base hourly rate for all hours



worked in the detention facility.

### 13.8 Standby Premium Pay

All employees, (not covered by Article 13.9 C) in this bargaining unit assigned to standby, shall be compensated \$4.75 per hour of assigned standby duty. Standby time is not to be construed as work time.

### 13.9 Psychiatrist Standby Duty

As part of their routine work schedule, part-time and full-time Staff Psychiatrists can be assigned to standby and call-back according to the following provisions:

- a) General Procedure: Psychiatrists assigned to standby may be provided a pager by the department and, therefore, will not be restricted to their residence or other location during the assignment. However, staff so assigned will remain within the range limitation at which the pager can function to alert the employee to phone in. Phone-in response time is required within fifteen (15) minutes and call-back availability is required within sixty (60) minutes, if the psychiatrist's presence is needed.
- b) Frequency: Each permanent full-time and part-time Staff Psychiatrist can be assigned to standby/call-back on a rotational basis. The frequency of the assignment will be determined by the number of staff available for rotation. It is the County's intent that no psychiatrist will receive the assignment more than four (4) days in each four-week period unless the assignment is mutually agreed to by the psychiatrist and the immediate supervisor. Absent mutual agreement, the County retains the right of assignment and is not precluded from assigning a psychiatrist to more than four (4) days of standby/call-back in a four (4)-week period. Should a psychiatrist be assigned to more than four (4) days in a four (4)-week period, the County and Union agree to utilize the consultation procedure outlined in Article 22 of this MOU.
- c) Psychiatrist Standby Compensation under Section 13.9 will be provided in accordance with the provisions of Article 6 - Hours of Work and Overtime dealing with compensatory time off and overtime. Each psychiatrist who earns standby compensation under Section 13.9 shall, whenever possible, be allowed to use accrued CTO as paid leave up to an eighty (80) hour maximum. Consistent with Sections 15.1 and 15.2, the parties agree the County retains the right to determine staffing levels and work assignments. The County specifically reserves the right expressed in Article 6 to evaluate whether the taking of CTO as paid time off by psychiatrists will unreasonably impede psychiatric needs of the County. If the County judges an impediment will occur by use of CTO, then the County will direct that CTO earned above the forty (40) hours worked be paid in cash and not accumulated.
- d) Psychiatrist Call-Back Premium: A psychiatrist who is assigned to standby duty and who is required to return to work following the termination of the employee's normal work shift and departure from the work site, shall receive in addition to appropriate standby CTO, a minimum payment equivalent to two and a half (2.5) hours of his/her base hourly rate, or compensation at the base hourly rate for actual time worked, whichever is greater.

Pay under this Subsection 13.9(d) may be converted to compensatory time off at the option of the employee and in accordance with Subsection 13.9(c), above.

- e) Emergency Call-Back: Any psychiatrist not on Standby Assignment may be assigned in an emergency to work on a weekend or be called back during the week and will be paid in accordance with Section 13.5, Call-Back Premium, and not under Subsection 13.9(d) above.
- f) Psychiatrist Compensation For Holiday Work: A psychiatrist who is on Standby Assignment or not and who is required to work on a scheduled holiday, shall receive overtime compensation for all hours worked on the holiday in accordance with the relevant provisions of this Memorandum.
- g) Psychiatrist Standby Duty - Compensation

Compensation for psychiatrists on standby duty will be as follows:

Monday-Friday: (non-holiday)	2 hours CTO or pay each day for all non-work hours (5:00 p.m. – 8:00 a.m. the following day).
Monday-Friday: (holiday)	4 hours CTO or pay each day for any holiday that upon a week day.
Saturday & Sunday:	4 hours CTO or pay for each day, 8:00 a.m.–8:00 a.m. the following day.

13.10 Psychiatrist Detention Facility Assignment

Psychiatrists, not hired into positions for work at the Main Adult Detention Facility or North County Detention Facility, are not normally assigned to routine detention facility work except in an emergency. If an emergency occurs, then psychiatrists may be assigned on a rotational basis to detention facility work for up to a month at a time based on reverse seniority (continuous County service on paid and unpaid status).

13.11 Psychiatrist Assigned Mental Health Medical Director Duties

The Director of Behavioral Health may assign a Staff Psychiatrist to perform duties of Mental Health Medical Director. Such employee shall be paid a premium of thirteen percent (13%) above the employee’s base hourly rate for all hours actually worked performing the assigned duties of the Mental Health Medical Director.

13.12 Deferred Compensation

13.12.1 Deferred Compensation – Voluntary Plan

- a) The County agrees to maintain the current deferred compensation plan for bargaining unit members in permanent full or part-time positions. Nothing in this Memorandum renders the County liable to the Union or any employee for

a discontinuance of Internal Revenue Service or Franchise Tax Board approval of any County deferred compensation plan or portion of the plan.

- b) Employees represented by ESC agree to pay an administrative fee of approximately fifty cents (.50¢) per pay period on deferred compensation accounts to County's Treasury department.

13.12.2 Deferred Compensation – Employee Appeal

Employees may appeal to the Deferred Compensation Advisory Committee should they have a complaint regarding the administration of the program.

13.12.3 Deferred Compensation – Non-Grievability

The only deferred compensation issue that is grievable or arbitrable is whether the County has made the employee's designated voluntary contribution.

13.12.4 Deferred Compensation – Program Modification

Nothing in this Memorandum renders the County liable to the Union or any employee for a discontinuance of Internal Revenue Service or Franchise Tax Board approval of any County deferred compensation plan or portion of the plan, or the employee becoming ineligible by law or the rules of the plan, to participate in the deferred compensation program(s).

13.13 Bilingual Premium

When a department head designates a position within the bargaining unit which requires bilingual skills on the average of at least ten percent (10) of the employee's work time, an employee in the designated position shall first demonstrate a language proficiency of job related terminology acceptable to the department head and the Human Resources Director. Thereafter, the employee shall be entitled to the payment of ninety cents (.90¢) per hour. The bilingual pay differential shall be paid for all hours the employee is in pay status, excluding overtime.

13.14 Salary Upon Temporary Promotion

An employee assigned by the County to perform the duties of a higher classification to fill an approved vacancy caused by resignation, termination, promotion, or an extended leave of absence, and who meets the minimum qualifications of the higher classification, shall be paid according to the salary of the scale for the new class which would constitute an increase in salary at the step most closely equivalent to five percent (5%) greater than the employee's salary before promotion, but not less than the 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 the higher classification 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. Each subsequent time the employee is assigned to fill a vacancy in the same higher classification, the employee will be entitled to receive increased salary as described above.

When the temporary assignment ends and the employee returns to his/her primary class, merit hours completed during the temporary assignment to the higher class will be applied to the primary assignment for purposes of determining step placement and eligibility for subsequent merit increases in the primary class.

13.15 Premium/Differential Pay Treatment

Premium and differential pay provided in this Memorandum will not be added to an employee's regular base salary for computing overtime or any other differential except as may be provided for otherwise in a specific premium or differential provision.

13.16 Public Health Nurse Assigned As Nurse Practitioner

An employee in the classification of Public Health Nurse I or Public Health Nurse II, who meets the minimum qualification for employment as a Nurse Practitioner/Physician's Assistant, and who is assigned to perform the duties normally ascribed to the classification of Nurse Practitioner/Physician's Assistant, shall be paid at the salary step on the range for the higher classification which corresponds to the salary step on the employee's salary range for each hour assigned and actually worked at the higher classification. An entry will be made in the employee's personnel file to document the employee's service as a Nurse Practitioner.

13.17 Premium For Child Psychiatrists

Employees in the classification of Staff Psychiatrist who are Board Certified in Child Psychiatry and who treat children for a majority of their assignment will receive a premium of two percent (2%) above the employee's base salary for all hours worked as a Child Psychiatrist.

13.18 Psychiatric Emergency Services/Crisis Stabilization Unit (PES/CSU) Facility Assignment Premium

Effective July 8, 2014, bargaining unit members assigned to the PES/CSU Unit shall receive a five percent (5%) premium for hours actually worked at the PES/CSU. This facility assignment premium pay is paid to bargaining unit members who, as part of their expected job duties, work directly with individuals in acute crisis with uncontrolled behavior who may require hands-on restraint and immobilization. This premium is based on the existing working environment at PES/CSU, and future changes in the PES/CSU facilities and/or operations may warrant reduction or elimination of this premium through the normal meet and confer process.

13.19 Required Licenses and Certifications

The County will reimburse, upon submission by the affected employee, the renewal cost of a professional license or certification which is held by the employee for the benefit of the appointing authority, and which is required by the employee's job duties.

## ARTICLE 14: SALARY UPON STATUS CHANGE

### 14.1 Salary At Appointment

Except as otherwise provided in this Article, appointment to any position in any class shall be made at the minimum rate, and advancement to rates greater than the minimum rate shall be within the limits of the salary scale for the class. 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 appointing authority with approval of the County.

### 14.2 Reappointment Consideration

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

### 14.3 Temporary To Permanent Appointment

An extra-help employee who is appointed to an allocated part-time or full-time position in any class at the same salary scale, and without a break in service, shall retain the employee's present salary step upon appointment. Employment at a higher salary step not to exceed the maximum step in the scale may be authorized, upon recommendation of the appointing authority and approval of the County. An extra-help employee who is appointed to an allocated part-time or full-time position in another class allocated to a higher salary scale, and with no break in service, shall be paid at a step in the new salary scale which is nearest in amount to that of the step received in the former scale.

### 14.4 Salary Upon Restoration

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

### 14.5 Salary Upon Promotion

Except as otherwise provided in this Article, any full or part-time employee who is promoted to a position in a class allocated to a higher salary scale than the class from which the employee was promoted shall receive the salary step rate of the appropriate scale which

would constitute an increase of salary most closely equivalent to but not less than five percent (5%) 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.

An employee who receives a promotion from line staff to a supervisory position or class shall receive the salary step of the appropriate scale that would constitute an increase of salary at least most closely equivalent to but not less than ten percent (10%) 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 Section 14.13.

#### 14.6 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 greater than that to which the employee is normally entitled, but which does not exceed the top of the scale of the class to which the employee is promoted.

#### 14.7 Salary Upon Demotion

- a) 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.
- b) A full or part-time employee, for whom the circumstances described in Section 14.7 (a) above, do not apply, who is demoted involuntarily to a position in a class which is allocated to a lower salary scale than the class from which the employee is demoted shall have the employee's salary reduced to the salary in the scale for the new class next lower than, or not more than five percent (5%), 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.
- c) A full or part-time employee to whom the circumstances described in Section 14.7 (a) above do not apply, who is demoted voluntarily or who displaces as a result of a 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.

- d) Any full-time or part-time employee who is demoted voluntarily and who is reappointed on a full-time or part-time basis in the same class within two (2) years, shall be reappointed at either the same step the employee received at the time of demotion or the salary step nearest the amount of the employee's present salary step, whichever is greater.

#### 14.8 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 the employee was receiving prior to the transfer.

A full or part-time employee who transfers from one allocated position in a job class to another allocated position in a closely related job class, as defined in the Civil Service Rules, for which the employee possesses the minimum qualifications shall be paid at the step in the new scale nearest in amount to what the employee received prior to transfer.

#### 14.9 Salary Upon Reallocation Of Class

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

#### 14.10 Salary Upon Reclassification Of Position

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

#### 14.11 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 appointing

authority. 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 salary.

#### 14.12 Salary Upon Advancement Within A Scale

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

#### 14.13 Effective Date Of Merit Increase

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

#### 14.14 Salary – Reduction In Pay Upon Discipline

For a full-time and part-time employee who has his/her pay reduced in accordance with Civil Service Rule 10.4, the reduction in pay shall apply to regular hours worked, including hours treated as hours worked (currently paid administrative leave, jury duty, military leave, and compassionate leave). The rate reduction excludes premiums, overtime, the usage of sick leave, vacation leave and compensatory time accrued. Pursuant to Civil Service Rule 10.4, a reduction in pay shall not exceed five (5) percent of the employee's salary step prior to the reduction and shall not exceed 1,040 hours in duration.

### **ARTICLE 15: MANAGEMENT RIGHTS**

#### 15.1 Reservation Of Right

County retains all rights, powers, duties, responsibilities and authority of a managerial or administrative character, except as specifically modified by the express provisions of this Memorandum.

#### 15.2 County Rights

The exclusive rights of the County shall include, but not be limited to, the right to determine the organization of County government and the purpose and mission of its constituent agencies; to set standards of service to be offered to the public, and through its management officials to exercise control and discretion over its organization and operations; to establish and effect administrative regulations and employment rules and regulations consistent with law and the specific provisions of this Memorandum; to direct its employees; to take disciplinary action; to relieve and layoff its employees from duty because of lack of work or for other legitimate reasons; 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, 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.



### 15.3 Contracting Out Bargaining Unit Work

Prior to the Board of Supervisors taking formal action to contract out bargaining unit work represented by the Union, the Department Head will inform the County Administrator, the Human Resources Department, and the Union in writing of any substantial efforts being undertaken by the Department to consider contracting out such bargaining unit work, will share with the Union any reports on such matters (including any cost benefit analyses) addressed to the Board of Supervisors, and, upon request of the Union, will meet and discuss the contracting out proposal with the Union. If the Board of Supervisors decides, by legislative action, to contract out any bargaining unit work, the County will send (hand delivered or by certified mail, return receipt requested) a written 90-calendar day notice to each employee represented by the Union who will lose his or her allocated position or will have his or her regular work schedule reduced as a result of the contracting out action. The County will send the Union copies of all employee notices. The 90-day notice will specify that the employee will lose his or her position or will have a reduction in work hours effective 90 calendar days from the date the employee receives the notice.

If the County should decide to layoff or reduce the work hours of an employee prior to the expiration of the 90-day notice period, the employee shall receive regular pay and benefits for the amount of the employee's regular workdays remaining within the 90-day notice period. In the event that an employee receives a 90-day notice under this Section, the County will continue to make a reasonable effort to place the affected employee in another available position(s) within the County for which the employee is qualified consistent with applicable Civil Service Rules and other related employment requirements. In return for the foregoing, the Union agrees the County is under no obligation under state law or the County Employee Relations Policy to meet and confer with the Union over either the decision to contract out bargaining unit work or the impact to represented employees resulting from such contracting out. During the 90-day notice period, the Union and the County agree to collaboratively discuss possible options/alternatives to mitigate negative impacts on represented employees.

## **ARTICLE 16: NO STRIKE**

### 16.1 Union Representation

A material inducement in County's execution of this Memorandum is the Union'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 Union will fully perform its obligations owed to the County.

### 16.2 Prohibited Activity

Accordingly, Union and the employees it represents agree not to engage in any illegal activities during the term of this Memorandum, including but not limited to, work stoppages, strikes (including sympathy strikes), slowdowns, sick-ins, or other such concerted activities against the County.

16.3 Union Responsibilities

The Union shall not be liable to the County for "wildcat" job action by the employees it represents unless the Union fails to use its best efforts to end such "wildcat" job action by encouraging its members to discontinue the job action; immediately declaring in writing delivered to the County and vigorously publicizing that such job action is illegal and unauthorized; and directing its members in writing to cease such conduct and resume work.

16.4 Written Assurances

This promise by the Union is both a covenant and a condition precedent to the continuing performance by the County of any obligation owed by the County to the Union or the employees it represents during the term of this Memorandum. If the County is at any time uncertain of the Union's continued performance, it may request, and Union shall provide, written assurances of its continued good faith performance of this Memorandum.

16.5 Employee Liability

Any employees engaging in activity prohibited by Article 16 may be subject to disciplinary action, including discharge.

**ARTICLE 17: FULL UNDERSTANDING**

17.1 Full Understanding And Modification

This Memorandum of Understanding is intended both as the final expression of the agreement between the parties with respect to the included terms and as a complete and exclusive statement of the terms of the agreement. No amendment, alteration, understanding, variation, waiver or modification of any of the terms or provisions of this Memorandum shall in any manner be binding on the parties unless made and executed in writing between the parties hereto and approved and implemented by the County's Board of Supervisors. This Memorandum of Understanding between the County of Sonoma and Engineers & Scientists of California 2013-2016, supersedes the 2012 Memorandum between the Parties.

17.2 Waiver

Except as specifically provided herein, it is agreed and understood that the Union 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 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.

17.3 Separability

In the event any article or section of this Memorandum is held to be invalid by operation of law, or by any tribunal of competent jurisdiction, or if compliance with, or enforcement of, the section or portion thereof shall be restrained by any tribunal, the remainder of this Memorandum shall not be affected thereby. At the written request of either party within

thirty (30) days of the action invalidating a portion of this Memorandum, the parties shall meet and confer for the purpose of arriving at a mutually satisfactory replacement of such article or section.

#### 17.4 Side Letters

No later than May 31, 2015, ESC and the County shall identify and exchange copies of all known side letters between the parties. Any side letter that is not produced and exchanged by May 31, 2015 shall terminate on June 1, 2015. In meeting and conferring for a successor MOU, the parties will consider each identified and exchanged side letter to determine whether each side letter that has not terminated by its own terms continues to be valid and/or should be terminated or included in the successor MOU.

#### 17.5 Health Care Reform Reopener

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

### **ARTICLE 18: GRIEVANCE PROCEDURE**

#### 18.1 Purpose

County and Union agree to this Grievance Procedure in order to provide an orderly procedure to resolve employee grievances promptly.

#### 18.2 Definitions

- a) A grievance is a claim by an employee, a group of employees, or the Union on behalf of an employee(s), concerning the interpretation, application or an alleged violation of this Memorandum. All other complaints are specifically excluded from this procedure including, but not limited to, complaints which arise from the following: all disciplinary appeals; all appeals from examinations; performance review evaluation or denial of a merit increase except as provided in Section 12.1; and any provision of this Memorandum specifically identified as not grievable.
- b) "Day" shall mean calendar day.
- c) A "grievant" shall mean an employee, a group of employees or the Union who in good faith has an actual grievance with County over a grievable matter as defined in Section 18.2.

The Union may file a grievance without naming an individual employee in the grievance provided the grievance alleges a violation of a right or benefit granted the Union under this Memorandum, such as Bulletin Boards (Section 11.20). At any step of the grievance procedure, the employee may represent him/herself, or may be represented by a Union representative who may be a County employee or a non-County employee. If the Union is a grievant, it shall be represented by an elected officer, steward or business agent.

### 18.3 Initiation Deadline

The grievance must be initiated within fifteen (15) days from the date of the action or occurrence giving rise to the grievance or within fifteen (15) days of when the grievant knew of or could have reasonably discovered such action or occurrence.

### 18.4 Time Limits

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

### 18.5 First Step

The grievance shall first be discussed on an informal basis by the grievant with the employee's immediate supervisor within fifteen (15) days from the date of the action causing the grievance as provided above. The immediate supervisor shall respond within six days. Every effort shall be made by the parties to resolve the grievance at this level and may include conferences among supervisory or administrative personnel. Such discussions will be held whenever possible, during the grievant's work hours.

### 18.6 Second Step Grievance

In the event the grievant believes the grievance has not been satisfactorily resolved, the grievant shall submit the grievance in writing, with a copy to the County's Director of Labor Relations, to the immediate supervisor within seven (7) days after receipt of the immediate supervisor's response. The written grievance shall:

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

### 18.7 Second Step Response

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

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

#### 18.8 Third Step Grievance

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

#### 18.9 Third Step Response

Within five (5) days after receiving the completed grievance form, the department head, appointing authority, or representative, shall meet with the grievant and thoroughly discuss the grievance. The department head or appointing authority shall give a written decision to the grievance within fifteen (15) days after the discussion and send a copy of the decision to the Director of Labor Relations.

#### 18.10 Mediation

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

#### 18.11 Arbitrable Grievances

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

#### 18.12 Selection Of Arbitrator

Following completion of the Third Step of the grievance procedure, if the grievance is subject to arbitration and remains unresolved, the Union on behalf of the grievant may request arbitration. The request for arbitration must be given to the County Counsel and the Director of Labor Relations in writing within fifteen (15) days of the receipt of the response from Step Three. Within thirty (30) days of submitting a written request for arbitration, the Union and the County shall begin the process for selecting an arbitrator and scheduling a hearing date. An extension of the thirty (30)-day timeline must be requested in writing by either party and agreed upon by both parties.

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

### 18.13 Arbitration Issues

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

### 18.14 Arbitrator's Authority And Decision

The arbitrator shall have no power to alter, amend, change, add to, or subtract from any of the terms of this Memorandum. The decision and award of the arbitrator shall be made solely upon the evidence and arguments presented to the arbitrator by the respective parties.

### 18.15 Binding/Non-Binding Decision

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

### 18.16 Arbitrator's Decision Due

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

### 18.17 Arbitration Expenses Shared

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

## ARTICLE 19: SAFETY

### 19.1 Shared Safety Obligations

The County is committed to providing a safe and healthy workplace for its employees. On behalf of its membership, the Union agrees that it is the duty of all employees to follow safe work practices and procedures and to report any unsafe practices or conditions to their immediate supervisor.

### 19.2 Safety Program

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

### 19.3 Hazard Report, Action, Appeals Process

All hazard reports, or actions and appeals in response to hazard reports, shall not be grievable and shall follow the process contained in the County of Sonoma Safety Management Policy, Administrative Policy 6-4, and Sonoma County Safety Management Program.

### 19.4 Safety Training

Safety training will be conducted in accordance with the Sonoma County Administrative Policy 6-4 Safety Management Policy and Sonoma County Safety Management Program.

### 19.5 Safety Shoes/Boots

- a) Full-time and part-time employees in the class of Dairy Inspector, and the classes of Environmental Health Specialist I, II, III, assigned to Well and Septic Section at PRMD or the Environmental Health Services at the Department of Health Services will be entitled to receive a voucher or reimbursement for one (1) pair of safety shoes or boots, upon initial employment and annually thereafter. . All vouchers issued under this Section will be in the amount of \$225.
- b) Full-time and part-time employees in the classes of Environmental Health Specialist I, II, III and Dairy Inspector assigned to the Food and Recreation section of Environmental Health Services at the Department of Health Services will be entitled to receive a voucher or reimbursement for one (1) pair of non-slip safety shoes, upon initial employment and annually thereafter. All vouchers issued under this Section will be in the amount of \$125.
- c) If an employee as described in paragraphs (a or b) of Section 19.5 is designated by the Department Head (or designee) to a dual assignment that, for health or safety purposes, requires two (2) separate pairs of safety shoes or boots, they will receive a voucher or reimbursement for the purchase of a second pair of safety shoes or boots.
- d) The parties understand and agree that the County provides vouchers/reimbursement for safety shoes and boots to help an employee perform the employee's job in a safer

environment and that the safety shoes/boots are not worn or adaptable to general usage as ordinary shoes/boots.

## **ARTICLE 20: MISCELLANEOUS PROVISIONS**

### **20.1 Availability And Accessibility Of Memorandum**

The County will ensure that this Memorandum will be available and accessible to all employees in the bargaining unit on-line at the County's inter-net and intra-net sites.

### **20.2 Auto Direct Deposit**

The County will make a deposit of employee's pay checks directly to the employee's account at their designated financial institution. 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. identity theft, change in financial institutions, domestic violence situations, etc.)

Printed pay stubs will not automatically be provided. Pay stub information can be found bi-weekly in the self-service feature of the HRMS system where print and/or save functions are available.

Members who leave County employment for reasons other than retirement will be able to access their on-line pay check information for a period of two months following their date of separation.

### **20.3 Special Event And Emergency Response Program Assignments**

Special Events Assignment: The Department of Health Services will use a voluntary selection system, based upon employees continuous service with the County, when assigning employees in the classes of Environmental Health Specialist Trainee I, II, III and Dairy Inspector to inspection of food facilities for weekend or holiday special events. Management of the Department of Health Services may deny an employee's request for an assignment due to an employee's qualifications to perform a particular assignment. A denial based upon an employee's qualifications may be grieved by the affected employee to the Third Step of this Memorandum the grievance procedure for a final binding decision by the department head. A request may also be denied where the department determines that such a request will result in excessive overtime or mileage costs. For the purpose of this section "excessive" shall mean only round trip travel in excess of one hour or sixty (60) miles.

### **20.4 Lyme Disease Testing**

An employee who undergoes a test for Lyme disease will be reimbursed by the County for the portion of the test costs not reimbursed by the employee's health plan under Article 9. The employee must submit a claim for such reimbursement to the County's Risk Manager with appropriate supporting documentation.



Testing for Lyme disease following exposure arising out of and occurring in the course of employment may be covered under the County's Workers' Compensation Program. Please see the County's Workers Compensation Program for testing coverage details.

## 20.5 Layoff And Placement Policy

### a. Notice

An employee may be laid off from his or her job class and regular County service three (3) weeks (21 calendar days) after formal written notice has been presented or mailed to the employee at his or her last known address with a copy to the Union. The County recognizes its obligation to pay all compensation due and owing to an employee upon termination.

### b. Job Placement

Prior to layoff, the County shall attempt to place employees in a vacant position. The employee must have received formal layoff notice and requested reassignment to another department and/or position. Attempted placement shall be conducted in accordance with the County's Civil Service Rules. Job placement under this article shall not be grievable or arbitrable under this MOU, but may be appealed to the Director of Human Resources for review.

### c. Training

The County shall work with Job Link to offer job training resources to employees about to be laid off.

### d. Severance Period

An employee who has received a formal written layoff notice, and who is unable to displace another County employee or secure other regular County employment, may separate from County service fourteen (14) calendar days prior to the effective date of the layoff and receive his or her normal base salary for the hours he or she would normally be scheduled to work during that fourteen (14) day period.

### e. Medical Coverage

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

### f. Salary Preservation

May be a subject for consideration by the County but shall not be a mandatory subject of bargaining.

g. Early Retirement

Early retirement credit in lieu of layoff is not subject to Article 17 of this MOU.

20.6 Labor/Management Advisory Committees and Joint Labor Management Benefits Committee (JLMBC)

a. Interest Based Bargaining

1. The parties may agree to participate jointly in “Interest Bargaining” training sessions with a mutually agreed upon facilitator. The County shall provide appropriate release time for selected committee members during the term of this agreement subject to operational needs of the Department. The County wide training fund shall pay half of the training cost with remaining funding coming from individual employee professional development or personal funds.
2. It is the intent of the parties to incorporate interest bargaining concepts into future labor/management negotiations.
3. This article is not grievable nor arbitrable under this contract grievance procedure.

b. Labor/Management Advisory Committees

1. ESC shall have the opportunity to participate on existing and future Labor/Management Advisory Committees in County Departments who have ESC members. In consideration for the dissolution of the Department of Health Services Labor Management Advisory Committee, the County and the Union shall establish an ESC County-Wide Labor/Management Advisory Committee including ESC members and managers from County Departments and Divisions where ESC members work. Within 60 days from the date of Board approval of this MOU, the number of committee members and alternates will be agreed upon by the County Labor Relations Manager or designee and the Union Field Representative and/or other Union representatives. The parties will also draft a Committee Charter.
2. A member of the staff of the Human Resources Department or any committee member trained in facilitation or group problem-solving may serve as a facilitator. By mutual agreement the parties may also utilize the service of an outside facilitator with the department and the labor organizations sharing the outside facilitator’s fee.
3. Labor/Management Advisory Committee meetings held during the employees regularly scheduled work time shall be deemed time worked for compensation purposes.
4. The ESC County-wide Labor/Management Advisory Committee may consider, review, discuss and make recommendations on a variety of issues of mutual concern. The Committee is encouraged to brainstorm possible issues and problems, prioritize the possible issues in general order of importance, and select high priority issues of mutual interest to review. In reviewing the issues, the Committee is encouraged to define the issue carefully, study and evaluate the most promising solutions, and make a recommendation with supporting documentation to the relevant department head

with a copy to the Director of Human Resources and the Union Field Representative. By mutual agreement, the Committee may also review and discuss (but not negotiate) matters impacting the collective bargaining agreement and/or within the scope of bargaining such as premiums, fringe benefits, caseload and working hours.

5. The department head shall evaluate proposed solutions, make a decision on the committee's recommendation and report back his/her decisions. The committee may make an oral presentation as well as their written report and recommendation to the department head.
6. Departments must fund any recommended changes through the existing budget process or through cooperative efforts of the department Labor/Management Advisory committee in seeking and locating funding for changes through other sources. The decisions of the department head shall not be precedent nor bind the County or other County departments. The County-wide Labor/Management committee shall publicize the positive results of department committee recommendations.
7. The committees may be continued, modified, or expanded by mutual agreement of the participants. At the request of either party, Labor/Management Advisory Committees may be evaluated.

c. Joint Labor Management Benefits Committee (JLMBC)

ESC shall have the opportunity to participate on the Joint Labor/Management Benefits Committees (JLMBC). ESC shall be represented by up to three (3) members and/or the Field Representative or designee.

20.7 Retirement Program

20.7.1 Retirement – Employees Hired On Or Before December 31, 2012 And Employees Hired On Or After January 1, 2013 With Pension Reciprocity

This Section 20.7.1 (including subsections) shall apply to (1) employees hired on or before December 31, 2012 who are contributing members of the Sonoma County Employees' Retirement Association (SCERA) and (2) employees hired on or after January 1, 2013 who become contributing members of SCERA and who qualify for pension reciprocity pursuant to Government Code Section 7522.02(c).

20.7.1.1 Final Compensation Based On Single Year

For purposes of determining a retirement benefit, final compensation for employees covered by this Section 20.7.1 shall mean the average annual compensation earnable by the member as specified in Government Code Section 31462.1.

20.7.1.2 3% @ 60 Pension Formula

The 3.0% at 60 pension formula shall be available to employees covered by this Section 20.7.1 who are contributing members of the SCERA.

### 20.7.1.3 Required Employee Contribution

SCERA members covered by this Section 20.7.1 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 resulting from past service. This additional 3.03% contribution will continue until July 2024. Employees also will continue to pay a pretax statutory contribution of approximately 1% or slightly more, contingent upon age of entry into the retirement system.

### 20.7.1.4 Pension Cost Sharing (With Offset)

Effective as soon as administratively feasible, 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 20.7.1.3 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 SCERA covered by this Section 20.7.1 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.

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 20.7.1.3 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 SCERA covered by this Section 20.7.1 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.

The lump sum benefit allowance described above will not be included in wages for computations of overtime, pension, benefits, or any County benefit related purposed. 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 SCERA does not accept the cost share arrangement, 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.

If, at any time in the future, the Union withdraws agreement with this cost sharing agreement, effective on the date of the elimination of the cost sharing, County contributions put in place as a result of this agreement shall cease.

#### 20.7.2 Retirement – Employees Hired On Or After January 1, 2013

This Section 20.7.2 (including subsections) shall apply to employees hired on or after January 1, 2013, who are or become contributing members of the SCERA and who do not qualify for pension reciprocity pursuant to Government Code Section 7522.02(c).

##### Final Compensation Based On Three Year Average

20.7.2.1 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 20.7.2, final compensation shall mean the highest average annual pensionable compensation earned during 36 consecutive months of service.

##### 2% @ 62 Pension Formula

20.7.2.2 As required by Government Code Section 7522.20, the 2.0% at 62 pension formula shall be available to employees covered by this Section 20.7.2 who are contributing members of the SCERA.

##### 20.7.2.3 Required Employee Contributions

As required by Government Code Section 7522.04(g), SCERA members covered by this Section 20.7.2 shall pay 50% of normal costs. In addition, SCERA members covered by this Section 20.7.2 shall pay 3.03% of the employee's pensionable compensation toward the County's employer contribution to retirement costs. This additional 3.03% contribution shall continue until July 2024.

20.7.3 Retirement – Credit For Prior Public Service

In addition to any other retirement buyback provision authorized by law and applicable rules of SCERA, employees who are contributing members of SCERA can purchase retirement credit for public service time rendered prior to employment with the County of Sonoma to the extent allowed by Government Code Sections 7522.46, 31641.1 and 31641.2 and other provisions of law, during the term of this MOU.

20.8 Favored Nation Clause

If, during the term of this extension another bargaining unit other than Unit 75, Health Professionals Unit, negotiates an increase or improvement in compensation or other economic benefits that is greater than that agreed to by ESC, the County agrees to open the MOU and meet and confer with ESC on the subject of compensation.

**ARTICLE 21: UNPAID FURLOUGH PROGRAM**

Effective 11:59 p.m. on December 31, 2018, all provisions of Article 21 shall cease to be in effect and the Unpaid Furlough Program shall cease to exist. The last payroll deduction will be taken on the January 9, 2019 pay date. Effective January 1, 2019, the County will cease to make deductions from ESC represented employees' paychecks designated for the Unpaid Furlough Program.

This provision will be administered as follows:

All ESC-represented employees will be credited with a one-time designation of twenty-four (24) floating holiday hours in the first pay period following January 1, 2019, pro-rated based on allocated FTE for part-time employees.

- (A) Employees who have not taken any FY 2018/2019 UFP hours as of January 1, 2019 will have 23.14 UFP hours and twenty-four (24) one-time floating holiday hours to use by June 17, 2019, pro-rated based on allocated FTE for part-time employees.
- (B) Employees who have taken less than 23.14 FY 2018/2019 UFP hours as of January 1, 2019, will be able to use up to a total of 23.14 FY 2018/2019 UFP hours by June 17, 2019 and will also have twenty-four (24) one-time floating holiday hours to use by June 17, 2019, pro-rated based on allocated FTE for part-time employees.
- (C) Employees who have taken more than 23.14 FY 2018/2019 UFP hours by January 1, 2019, will have the number of hours over 23.14 deducted from the twenty-four (24) one-time floating holiday hours, pro-rated based on allocated FTE for part-time employees, and will be able to take the remaining floating holiday hours by June 17, 2019.

21.1 Purpose

ESC and the County have agreed to an Unpaid Furlough Program (UFP) to enable ESC represented employees to achieve the County's stated cost reduction goals for all County

employees. The UFP will consist of unpaid time off during each fiscal year as shown in the chart below for each full-time employee and pro-rated based on FTE for part-time employees.

Employees who are exempt under the Fair Labor Standards Act will be considered non-exempt during the week in which they take an UFP day off, and their pay is reduced. Department Heads are responsible for ensuring no overtime is incurred during this time.

Fiscal Year	Hours of Furlough	Approx. Deduction per Pay Period*
FY 13/14*	31 hours unpaid furlough	3.1%
FY 14/15	48 hours unpaid furlough	2.3%
FY 15/16 (Status Quo)	44.5 hours unpaid furlough	2.13%

\* Based on approximately 1,000 work hours remaining in FY 13/14 at ratification; full fiscal years based on 2,087 hours. FY 13/14 furlough hours reduced to 31 by crediting ESC with FY 13/14 savings from suspension of floating holiday hours and holiday eve hours.

#### 21.2 Scheduling Unpaid Furlough Days

Unpaid furlough days are designed to be flexible to allow the Department Head the ability to determine the best option for obtaining the salary savings with minimal disruption to the department's operations while not generating overtime to cover for UFP hours taken.

Options for scheduling UFP days include, but are not limited to any combination of the following:

- Based on reduced service demands, the Department Head schedules UFP days so that some or all of the employees of the department are on UFP days simultaneously.
- The Department Head sets a schedule for UFP days.
- UFP days are scheduled similar to vacation days at the employee's request with approval from their supervisor.

UFP will be used in increments of the length of an employee's regular shifts or not less than 1 hour increments, and scheduled with the approval of their supervisor. UFP shall be used before any vacation or compensatory time off, until all UFP hours have been exhausted. For employees with greater than 270 hours of accrued vacation as of Dec. 18, 2013, vacation hours may be used before UFP hours through Feb. 17, 2014.

Except as otherwise provided in this Article, an employee shall use all UFP days for a fiscal year before any other paid or unpaid leave.

### 21.3 Impact Of UFP Days On Salary And Benefits

UFP shall be considered time in paid status. UFP shall apply toward time in service for retirement, completion of probation, eligibility for merit increases and toward seniority.

Base salary shown on the salary schedule shall not be adjusted for UFP purposes. Instead, a “deduction” to salary will be the method used to generate UFP savings. County and employee retirement contributions are not affected by the UFP Program. Also, computations used for final compensation for employees retiring are not affected by the UFP Program.

Since the UFP pay reduction is spread out during multiple pay periods, resulting in employees being in a paid status for all hours including the UFP, the hourly cash allowance is not impacted and will be paid for all hours in a paid status. Hours not in a paid status (unpaid and non-UFP hours) shall be treated the same as current practices.

### 21.4 Changes To Scheduled UFP Time

In the event an employee is required to work on a previously scheduled UFP day, shift hours worked will be considered regular hours worked and the employee will be rescheduled for a future UFP day.

### 21.5 Pay Deductions — Amortization

Deductions in pay for all UFP hours shall be amortized over multiple pay periods in the corresponding fiscal year and will be determined by the number of pay periods remaining after adoption. The deduction each pay period will allow for payment of the employee consistently throughout the year. Each participating employee shall receive their normal paycheck, less the UFP deduction. UFP shall be prorated for part-time employees based upon their FTE (full-time equivalent).

Amortized UFP hours shall continue to apply to periods of vacation, holiday, compensatory time off, or sick leave hours taken.

### 21.6 UFP Accounts And Balances

The Auditor-Controller-Treasurer-Tax Collector/Payroll will create an accrual bank for UFP accumulated each pay period. UFP taken will be subtracted each pay period from employee’s UFP balance.

It is the Department’s responsibility to monitor, authorize and schedule UFP days to ensure employees are given the opportunity to take the full number of UFP hours assigned per fiscal year, and that employees do not exceed the full number of UFP hours assigned per fiscal year through the last full pay period of the corresponding fiscal year. Similarly, employees are responsible for monitoring and requesting UFP days, to assure that they take the required hours of UFP time during each fiscal year.

Except under extraordinary circumstances, with prior approval of the appointing authority, all employees shall use the required hours of UFP time during each fiscal year. With prior approval, at the close of the fiscal year any balance in the UFP accumulated account UFP hours owed by the employee to the County will remain in the employee’s account to be taken



during following fiscal year until depleted. Employees must use any accumulated UFP prior to using vacation, or compensatory time off or unpaid leave.

#### 21.7 UFP Deduction – New Employees

New full-time and part time employees hired after adoption of the UFP program will have the same amortized and/or pro-rated deduction as all other employees. New employees shall be required to take a prorated number of UFP hours during the fiscal year, to be determined based on their date of hire.

#### 21.8 UFP – Terminating And Transferring Employees

Employees who separate from County service shall be paid for any accumulated UFP hours not taken at their current rate of pay. If a negative balance exists in the UFP accrual bank, employees shall have an amount deducted from their final paycheck equal to the negative balance of hours times their current base hourly rate of pay.

Employees who transfer to a bargaining unit that is not participating in an UFP program shall be required to use the hours accumulated prior to the last pay period of the applicable fiscal year.

#### 21.9 Employees Laid Off – Eligible For Severance

If an employee receives a layoff notice, and is eligible for a severance period that includes scheduled floating UFP days, the time will not be charged to UFP, vacation, sick leave, or CTO. Any UFP accumulated but unused balances will be paid to the employee at time of lay off.

#### 21.10 Employees With Periods Of Leave Without Pay (LWOP)

Employees requesting LWOP during the applicable fiscal year must exhaust all UFP remaining for the fiscal year prior to going into an LWOP unpaid status. Employees returning to paid status will have the same UFP deduction taken as regular employees (pro-rated based on FTE). Each time the employee goes on leave, any UFP accumulated balances will be depleted so there is a zero (0) balance before any other paid or unpaid leave is used.

#### 21.11 Workers Compensation Leave

UFP provisions do not apply to employees on Worker's Compensation leave due to an industrial illness or injury.

#### 21.12 Long Term Disability

Earnings for employees on Long Term Disability will be based on regular salary and will not be reduced by the amounts deducted for UFP.

## **ARTICLE 22: CONSULTATION PROCEDURE**

The County agrees to consult with the Union prior to implementing any changes in an existing policy or practice affecting an employee's conditions of employment. The County will:

- a) Provide a written copy of the proposed policy or practice change(s) to the Union's Business Agent at the earliest appropriate time, at least ten (10) working days prior to the date of implementation of the proposed policy or practice;
- b) meet and fully discuss the proposed change(s) with the Union's Business Agent and/or designee(s), upon request and receive the Union's recommendations or concerns;
- c) invite the Director of Human Resources and Employee Relations, or designee, to participate in the discussions upon the request of the Union's Business Agent.

The Union agrees to consult with the County on changes in an existing policy or practice affecting an employee's conditions of employment that come to the attention of Union.

The Union will:

- a) Within ten (10) working days of the Union's knowledge of the change, contact the appointing authority regarding a change in the Department's existing policy or practice;
- b) Within ten (10) working days of the Union's knowledge of the change, contact the Director of Labor Relations regarding a change in an existing policy or practice that affects two or more Departments.

## **ARTICLE 23: ENACTMENT**

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

## **ARTICLE 24: STATE OF THE WORKFORCE**

In March of each year, the County Administrator shall meet with County labor groups to discuss the "State of the Workforce."

COUNTY OF SONOMA

ESC

/s/ Jennifer Stockinger  
Jennifer Stockinger

/s/ Lis Fiekowsky  
Lis Fiekowsky

/s/ Robert Gonzalez  
Robert Gonzales

/s/ Jonathan Akre  
Jonathan Akre

/s/ Cheryl Enold  
Cheryl Enold

/s/ Thomas Cooper  
Thomas Cooper

/s/ Heather Coffman  
Heather Coffman

/s/ Gabriel Felix  
Gabriel Felix

/s/ Christine Dunia  
Christine Dunia

/s/ Jennifer Keegan  
Jennifer Keegan

/s/ Darcy Bering  
Darcy Bering

/s/ Jennifer Law  
Jennifer Law

/s/ Natalie Rogers  
Natalie Rogers

/s/ Rebecca Purcell  
Rebecca Purcell

/s/ Todd Hart  
Todd Hart

/s/ Elizabeth Jackson

Elizabeth Jackson

/s/ Patricia Thomas

Patricia Thomas

**(Signed Documents on File with Employee Relations)**

**APPENDIX A:**  
**ESC SALARY TABLE**

**EFFECTIVE 9/27/2016 – 3% COLA**

Job Code	Job Title	A Step Rate	I Step Rate	A Step Monthly	I Step Monthly
2682	AODS Counselor I	\$24.90	\$30.27	\$4,331	\$5,265
2683	AODS Counselor II	\$27.46	\$33.37	\$4,776	\$5,804
2684	AODS Specialist	\$28.64	\$34.81	\$4,981	\$6,054
2533	Associate Psychologist	\$34.23	\$41.61	\$5,953	\$7,237
2505	Behavioral Health Clinical Specialist	\$34.60	\$42.06	\$6,018	\$7,315
2503	Behavioral Health Clinician	\$32.15	\$39.08	\$5,592	\$6,797
2469	Behavioral Health Clinician Intern	\$28.59	\$34.76	\$4,973	\$6,046
2630	Biostatistician	\$33.81	\$41.10	\$5,880	\$7,148
2468	Case Management Specialist	\$24.84	\$30.19	\$4,320	\$5,251
2525	Clinical Psychologist	\$37.79	\$45.93	\$6,573	\$7,988
2527	Clinical Psychologist Specialist	\$40.65	\$49.40	\$7,070	\$8,592
2500	Clinical Social Wkr Associate	\$28.07	\$34.11	\$4,882	\$5,933
2625	Dairy Inspector	\$31.82	\$38.67	\$5,534	\$6,726
2611	Environ Health Specialist I	\$28.68	\$34.86	\$4,988	\$6,063
2612	Environ Health Specialist II	\$31.18	\$37.91	\$5,423	\$6,594
2610	Environ Hlth Specialist Trainee	\$27.63	\$33.58	\$4,806	\$5,840
2631	Health Information Specialist I	\$26.02	\$31.63	\$4,526	\$5,501
2632	Health Information Specialist II	\$28.60	\$34.77	\$4,974	\$6,047
2521	Inpatient Psychologist	\$43.17	\$52.48	\$7,508	\$9,128
2471	Marriage Family Therapist	\$32.15	\$39.08	\$5,592	\$6,797
2472	Marriage Family Therapist Spec	\$34.60	\$42.06	\$6,018	\$7,315
2473	Mental Health Rehab Therapist	\$26.47	\$32.17	\$4,604	\$5,595
2185	Nutritionist	\$27.60	\$33.55	\$4,800	\$5,835
2301	Occupational Therapist I	\$31.01	\$37.70	\$5,393	\$6,557
2306	Occupational Therapist I CTP	\$31.01	\$37.70	\$5,393	\$6,557
2302	Occupational Therapist II	\$34.53	\$41.97	\$6,006	\$7,300
2307	Occupational Therapist II CTP	\$34.53	\$41.97	\$6,006	\$7,300
2316	Physical Therapist I CTP	\$31.01	\$37.70	\$5,393	\$6,557
2317	Physical Therapist II CTP	\$34.53	\$41.97	\$6,006	\$7,300
2120	Public Health Micro Trainee	\$16.36	\$19.89	\$2,845	\$3,459

2121	Public Health Microbiologist I	\$27.62	\$33.57	\$4,804	\$5,839
2122	Public Health Microbiologist II	\$31.58	\$38.39	\$5,493	\$6,677
2563	Public Health Nurse I	\$34.39	\$41.81	\$5,981	\$7,272
2564	Public Health Nurse II	\$36.09	\$43.86	\$6,277	\$7,628
2470	Sr Client Support Specialist	\$24.84	\$30.19	\$4,320	\$5,251
2614	Sr Environmental Health Specialist	\$33.26	\$40.43	\$5,785	\$7,032
2635	Sr Health Info Specialist	\$30.76	\$37.40	\$5,350	\$6,505
2629	Sr Lactation Consultant	\$32.28	\$39.23	\$5,614	\$6,823
2565	Sr Public Health Nurse	\$38.80	\$47.17	\$6,748	\$8,204
2534	Staff Psychiatrist	\$80.41	\$97.73	\$13,985	\$16,998

**EFFECTIVE 10/11/2016 - Salary Adjustments**

Job Code	Job Title	A Step Rate	I Step Rate	A Step Monthly Salary	I Step Monthly Salary
2505	Behavioral Health Clinical Specialist	\$36.33	\$44.16	\$6,319	\$7,681
2503	Behavioral Health Clinician	\$33.76	\$41.03	\$5,872	\$7,136
2469	Behavioral Health Clinician Intern	\$30.02	\$36.50	\$5,221	\$6,348
2625	Dairy Inspector	\$33.41	\$40.60	\$5,811	\$7,061
2611	Environ Health Specialist I	\$30.11	\$36.60	\$5,237	\$6,366
2612	Environ Health Specialist II	\$32.74	\$39.81	\$5,694	\$6,924
2610	Environ Hlth Specialist Trainee	\$29.01	\$35.26	\$5,046	\$6,133
2563	Public Health Nurse I	\$36.11	\$43.90	\$6,280	\$7,635
2564	Public Health Nurse II	\$37.89	\$46.05	\$6,590	\$8,009
2614	Sr. Environmental Health Specialist	\$34.92	\$42.45	\$6,073	\$7,383
2565	Sr Public Health Nurse	\$40.74	\$49.53	\$7,086	\$8,615
2534	Staff Psychiatrist	\$82.02	\$99.70	\$14,265	\$17,340

**EFFECTIVE 3/14/2017 - 3% COLA**

Job Code	Job Title	A Step Rate	I Step Rate	A Step Monthly Salary	I Step Monthly Salary
2682	AODS Counselor I	\$25.65	\$31.17	\$4,461	\$5,421
2683	AODS Counselor II	\$28.28	\$34.37	\$4,919	\$5,978
2684	AODS Specialist	\$29.50	\$35.87	\$5,131	\$6,239
2533	Associate Psychologist	\$35.26	\$42.85	\$6,133	\$7,453
2505	Behavioral Health Clinical Specialist	\$37.42	\$45.48	\$6,508	\$7,910

2503	Behavioral Health Clinician	\$34.77	\$42.27	\$6,047	\$7,352
2469	Behavioral Health Clinician Intern	\$30.92	\$37.58	\$5,378	\$6,536
2630	Biostatistician	\$34.82	\$42.33	\$6,056	\$7,362
2468	Case Management Specialist	\$25.59	\$31.10	\$4,451	\$5,409
2525	Clinical Psychologist	\$38.92	\$47.31	\$6,769	\$8,228
2527	Clinical Psychologist Specialist	\$41.87	\$50.89	\$7,282	\$8,851
2500	Clinical Social Wkr Associate	\$28.91	\$35.14	\$5,028	\$6,112
2625	Dairy Inspector	\$34.41	\$41.83	\$5,985	\$7,275
2611	Environ Health Specialist I	\$31.01	\$37.70	\$5,393	\$6,557
2612	Environ Health Specialist II	\$33.72	\$40.99	\$5,865	\$7,129
2610	Environ Hlth Specialist Trainee	\$29.88	\$36.32	\$5,197	\$6,317
2631	Health Information Specialist I	\$26.80	\$32.58	\$4,661	\$5,667
2632	Health Information Specialist II	\$29.46	\$35.81	\$5,124	\$6,228
2521	Inpatient Psychologist	\$44.47	\$54.04	\$7,734	\$9,399
2471	Marriage Family Therapist	\$33.11	\$40.26	\$5,759	\$7,002
2472	Marriage Family Therapist Spec	\$35.64	\$43.31	\$6,199	\$7,533
2473	Mental Health Rehab Therapist	\$27.26	\$33.13	\$4,741	\$5,762
2185	Nutritionist	\$28.43	\$34.56	\$4,945	\$6,011
2301	Occupational Therapist I	\$31.94	\$38.83	\$5,555	\$6,754
2306	Occupational Therapist I CTP	\$31.94	\$38.83	\$5,555	\$6,754
2302	Occupational Therapist II	\$35.57	\$43.24	\$6,187	\$7,521
2307	Occupational Therapist II CTP	\$35.57	\$43.24	\$6,187	\$7,521
2316	Physical Therapist I CTP	\$31.94	\$38.83	\$5,555	\$6,754
2317	Physical Therapist II CTP	\$35.57	\$43.24	\$6,187	\$7,521
2120	Public Health Micro Trainee	\$16.85	\$20.48	\$2,931	\$3,562
2121	Public Health Microbiologist I	\$28.45	\$34.58	\$4,948	\$6,014
2122	Public Health Microbiologist II	\$32.53	\$39.54	\$5,658	\$6,877
2563	Public Health Nurse I	\$37.19	\$45.20	\$6,468	\$7,861
2564	Public Health Nurse II	\$39.03	\$47.44	\$6,788	\$8,251
2470	Sr Client Support Specialist	\$25.59	\$31.10	\$4,451	\$5,409
2614	Sr. Environmental Health Specialist	\$35.97	\$43.72	\$6,256	\$7,604
2635	Sr Health Info Specialist	\$31.68	\$38.50	\$5,510	\$6,696
2629	Sr Lactation Consultant	\$33.25	\$40.41	\$5,783	\$7,028
2565	Sr Public Health Nurse	\$41.96	\$51.00	\$7,298	\$8,870
2534	Staff Psychiatrist	\$84.48	\$102.69	\$14,693	\$17,860

## APPEDIX B: Benchmark and Related Classifications

Benchmark Class	Related Class
AOD SERVICES COUNSELOR II	AOD SERVICES SPECIALIST AOD SERVICES COUNSELOR I
NUTRITIONIST	No related class
PUBLIC HEALTH MICROBIOLOGISTII	PUBLIC HEALTH MICROBIOLOGIST I PUBLIC HEALTH MICRO TRAINEE
PHYSICAL THERAPIST II	OCCUPATIONAL THERAPIST II OCCUPATIONAL THERAPIST II CTP PHYSICAL THERAPIST II CTP OCCUPATIONAL THERAPIST I OCCUPATIONAL THERAPIST I CTP PHYSICAL THERAPIST I PHYSICAL THERAPIST I CTP
SR. CLIENT SUPPORT SPECIALIST	CASE MANAGEMENT SPECIALIST
MENTAL HEALTH REHAB THERAPIST	No related class
BEHAVIORAL HEALTH CLINICIAN	BEHAVIORAL HEALTH CLINICIAN INTERN BEHAVIORAL HEALTH CLINICAL SPECIALIST
CLINICAL PSYCHOLOGIST	INPATIENT PSYCHOLOGIST CLINICAL PSYCHOLOGIST SPECIALIST ASSOCIATE PSYCHOLOGIST
STAFF PSYCHIATRIST	STAFF PSYCHST MEDICAL CHIEF STAFF PSYCH JUV DET FAC CHIEF
PUBLIC HEALTH NURSE II	SR PUBLIC HEALTH NURSE PUBLIC HEALTH NURSE I
ENVIRON HEALTH SPECIALIST II	ENVIRON HEALTH SPECIALIST III ENVIRON HEALTH SPECIALIST I ENVIRON HLTH SPECIALIST TRAINEE DAIRY INSPECTOR
BIOSTATISTICIAN	No related class
HEALTH INFORMATION SPECIALIST II	SR HEALTH INFO SPECIALIST HEALTH INFORMATION SPECIALIST I SENIOR LACTATION CONSULTANT

\*Related class gets same market adjustment as benchmark

\*\*Salary 2% above EHS II



**APPENDIX C: GRIEVANCE PROCEDURES**

**ESC GRIEVANCE PROCEDURES**

<b>Step Number</b>	<b>Complaint Procedure</b>	<b>Response Procedure</b>
STEP 1	<ul style="list-style-type: none"><li>• Employee has a question on MOU contract administration or believes a MOU contract violation has occurred.</li><li>• Employee discusses with his/her immediate supervisor within <b>fifteen (15) calendar days</b> from the date of the action causing the potential grievance. Employee informs Supervisor that this is a contract question or potential grievance. (MOU section 18.5)</li></ul>	Immediate supervisor considers the question or incident, researches and responds to the employee within <b>six (6) calendar days</b> .
STEP II	<ul style="list-style-type: none"><li>• Employee receives Supervisor’s response. If after considering response, employee still believes a contract violation has occurred, Employee completes <u>ESC Memorandum of Understanding Grievance Form</u> and completes Step I noting date and results of informal discussion.</li><li>• Employee also completes Step II of Grievance Form, citing MOU sections allegedly violated, and providing a detailed accounting of incident and desired resolution.</li><li>• Employee submits written Grievance Form to immediate Supervisor within <b>seven (7) calendar days</b> from the date of the Supervisor’s response from Step I.</li><li>• Employee sends a copy of Grievance Form to County’s Director of Labor Relations. (MOU Section 18.6)</li></ul>	Immediate Supervisor responds to written Grievance Form, completing Supervisor’s Decision section of form within <b>seven (7) calendar days</b> from the date the written Grievance Form is received. Supervisor also cc’s County’s Director of Labor Relations. (MOU Section 18.7)

<b>Step Number</b>	<b>Complaint Procedure</b>	<b>Response Procedure</b>
STEP III	<ul style="list-style-type: none"> <li>• If the Employee is not satisfied with the response at Step II, the Employee completes the <input type="checkbox"/>Step II<input type="checkbox"/> section of the Grievance Form, appealing the Supervisor's decision to the department head or appointing authority within <b>seven (7) calendar days</b> after receipt of the written response at Step Two.</li> <li>• Employee gives signed original Grievance Form to Department Head or Appointing Authority.</li> <li>• Employee sends a copy of Grievance Form to County's Director of Labor Relations. (MOU section 18.8)</li> </ul>	<p>The Department Head, Appointing Authority, or his/her representative, meets with the employee to thoroughly discuss the grievance. The Department Head or Appointing Authority completes the <input type="checkbox"/>Step III<input type="checkbox"/> section of the Grievance Form giving a written decision to the grievance within <b>fifteen (15) calendar days</b> after the discussion. A copy of the Department Head's response is also sent to the County's Director of Labor Relations. (MOU section 18.9)</p>
STEP IV	<ul style="list-style-type: none"> <li>• If the grievance was not settled at Step III, consult your ESC Memorandum of Understanding for an appeal option or contact your Union Representative or the Director of Labor Relations. (MOU sections 18.10 - 18.17)</li> </ul>	

**ESC  
MEMORANDUM OF UNDERSTANDING  
GRIEVANCE FORM**

For use <u>only</u> to process a grievance under the Grievance Procedure established in Article 18 of the Engineers and Scientists of California, Local 20 for Health Professional employees MOU.	
NAME	JOB CLASSIFICATION
DEPARTMENT/DIVISION	
ASSOCIATION	
<p><b>STEP I</b></p> <p><b>AN INFORMAL DISCUSSION WITH YOUR IMMEDIATE SUPERVISOR.</b></p> <p>Before completing the remainder of this form, an informal discussion with your immediate supervisor must take place within <b>fifteen (15)</b> calendar days from the date of the action causing the grievance. The immediate supervisor must respond within six (6) calendar days.</p>	
SUPERVISOR'S NAME	TITLE
DATE DISCUSSION HELD	DATE OF SUPERVISOR'S RESPONSE
<p><b>STEP II</b></p> <p><b>IF THE GRIEVANCE WAS NOT RESOLVED AT STEP I, STATE IT IN WRITING AT THIS STEP AND SUBMIT THIS FORM TO YOUR IMMEDIATE SUPERVISOR WITH A COPY TO THE COUNTY'S DIRECTOR OF LABOR RELATIONS WITHIN SEVEN (7) DAYS AFTER RECEIPT OF THE IMMEDIATE SUPERVISOR'S RESPONSE FROM STEP I.</b></p>	
DESCRIBE GRIEVANCE: Be specific, fully describe how the grievant is/was adversely affected (If more space is needed, use additional paper.)	
DATE(S) OF INCIDENT(S)	
M.O.U. ARTICLE VIOLATED	
REQUESTED SOLUTION	



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

**Step IV.** If the grievance was not settled at Step III, consult the MOU for an appeal option or contact your Union Representative or the Director of Labor Relations.

## APPENDIX D: VOLUNTARY TIME OFF PROGRAM

### 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. This program is not intended for permanent reductions in FTEs. Employees wishing to work less than their current FTE on a permanent basis should contact their department regarding a change in their status.

2. Request Submission

- a. An employee wishing to take Voluntary Time Off with out 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 pay 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 pay 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 pay 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.

6. 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
<b>TOTAL:</b>		

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 “pay status” the work day before the beginning of the VTO as well as in “pay 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 E:**

**AGREEMENT TO ARBITRATE DURATION OF UNPAID FURLOUGH PROGRAM**

***WHEREAS,** the County of Sonoma (hereinafter referred to as the “County”) and the Engineers and Scientists of California Local 20 (hereinafter referred to as the “Union”) (collectively referred to as the “Parties”) disagree about the duration of the Unpaid Furlough Program described in Section 21.1 of the Memorandum of Understanding (MOU) between the Parties;*

***WHEREAS,** in the interest of positive labor relations, the Parties agree to resolve the dispute through arbitration;*

**NOW THEREFORE,** the Parties agree as follows:

1. The Parties shall submit to arbitration the dispute over the interpretation and application of Section 21.1, entitled “Purpose” contained in Article 21 entitled “Unpaid Furlough Program” of the Parties’ 2014-2016 MOU and subsequently incorporated into the Parties’ 2016-2018 MOU.
2. The Parties agree that Sections 18.1, 18.2, 18.3, 18.4, 18.11, 18.12, 18.13, 18.14, 18.15, 18.16 and 18.17 of the Grievance Procedure listed in the current MOU between the Parties are hereby incorporated and shall be followed by the Parties in the arbitration of this dispute. The parties agree to skip the First, Second, Third and Mediation Steps of the Grievance Procedure described in Sections 18.5 – 18.10 of the MOU. The parties mutually agree that the dispute is ready to be arbitrated and agree to not raise any procedural defenses related to processing the grievance. Time extensions for beginning the process for selecting an arbitrator and scheduling a hearing date under Section 18.12 of the current MOU shall not exceed two (2) extensions.
3. The date of the final signature on this Side Letter Agreement shall constitute the date of the request for arbitration for the purpose of time limits listed in Section 18.12 of the MOU.
4. This agreement to arbitrate applies only to the dispute described herein and expires upon receipt of the arbitration decision or the end of the 2016-2018 MOU, whichever comes first. This agreement is non-precedent setting for future disputes.

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