

**COUNTY OF SONOMA  
AND  
SONOMA COUNTY LAW ENFORCEMENT ASSOCIATION**

**DECEMBER 4, 2024**

The County of Sonoma (“County”) and the Sonoma County Law Enforcement Association (“SCLEA”), parties hereto, have met and conferred and agreed to the mutually satisfactory changes to Article 3 (Definitions), Article 14 (Hours and Overtime), Article 21 (Vacation) and Article 22 (Sick Leave and Family Leave) of the Memorandum of Understanding between the parties.

**Agreement**

Upon execution of this Side Letter of Agreement, the followings Articles of the Memorandum of Understanding will be modified with the following:

**ARTICLE 3 – DEFINITIONS**

**3.2 Definitions**

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. **For Correctional Deputies I/II assigned to MADF Operations, full-time shall be defined as an employee who is employed in an allocated position which is regularly scheduled for eighty-four (84) hours of work in each 14-day work period (which currently coincides with the pay period).**

Flex-Time Work Schedule: A non-regular work schedule with or without a consistent pattern as to the number of work hours per day or week, but an arrangement whereby the employee is obligated to perform work and be responsible for flexing the hours of his/her own work schedule. Employees assigned to a flex-time work schedule will be eligible for overtime only when the hours worked exceed eighty (80) in a pay period or as otherwise required by law. **Correctional Deputies I/II assigned to MADF Operations are not eligible for assignment to a flex-time work schedule. Correctional Deputies I/II assigned to MADF Operations will accrue overtime as identified in Sections 14.7 and 14.8.**

**ARTICLE 14 – HOURS AND OVERTIME**

**14.2 Types of Employment**

Full Time: An allocated position which is regularly scheduled for eighty (80) hours of work in a bi-weekly pay period. **For Correctional Deputies I/II assigned to MADF Operations, full-time shall be defined as an employee who is employed in an allocated position which is regularly scheduled for eighty-four (84) hours of work in each 14-day work period (which currently coincides with the pay period).**

Part Time: An allocated position which is regularly scheduled for less than eighty (80) hours of work in a bi-weekly pay period.

Extra Help: A non-allocated assignment of duties which is defined in the Civil Service Rules.

14.4 Flex-Time Schedule

The County reserves the right to utilize a flex-time schedule. Employees assigned to a flex-time schedule will be eligible for overtime only when the hours worked exceed eighty (80) in a pay period or as otherwise required by law. The County reserves the right to discontinue the flex-time schedule and reassign an employee to a normal daily work schedule based on the operational needs of the department. *Correctional Deputies I/II assigned to MADF Operations are not eligible for assignment to a flex-time work schedule. Correctional Deputies I/II assigned to MADF Operations will accrue overtime as identified in Sections 14.7 and 14.8.*

14.8 Non-Statutory Overtime

Non-statutory overtime for the *non-sworn, non-exempt employee* is defined as hours in paid status, except sick leave, in excess of forty (40) hours in a 7-day work period.

For the *sworn, non-exempt employee, except for Correctional Deputies I/II assigned to MADF Operations*, and for the *exempt employee*, non-statutory overtime is defined as hours in paid status, except sick leave, in excess of eighty (80) in a regular 14-day work period.

*For the sworn, non-exempt employees classified as Correctional Deputies I/II assigned to MADF Operations, non-statutory overtime is defined as hours in paid status, except sick leave, in excess of eighty (84) in a regular 14-day work period.*

Non-statutory overtime for all employees is also defined as hours in paid status, except sick leave, in excess of the normal full-time daily work shift established by the Department Head or any other circumstance except Section 14.6 where overtime pay is provided in this Memorandum.

Non-statutory overtime, as described above, will include sick leave hours for employees subject to mandatory overtime in excess of 20 hours per month, including block training, for two consecutive months prior to activation of this rule. For purposes of this Section, "mandatory overtime" refers to a monthly administratively established number of hours for which employees are required to sign up.

In the event an Emergency schedule change results in mandatory overtime falling below 20 hours (including block training), inclusion of sick leave in the non-statutory overtime calculation will be subject to meet and confer.

## ARTICLE 21 – VACATION

21.3 Accrual

Non-Supervisory

Effective July 30, 2019, each non-supervisory employee who has completed the following in-service hours shall accrue vacation leave at the appropriate rate shown below. In-service hours include all hours in paid status excluding overtime. Rates shown below will be adjusted to reflect any unpaid time in each pay period. *Rates below shall not include Correctional*

*Deputies I/II assigned to MADF Operations* who are employed in an allocated position which is regularly scheduled for eighty-four (84) hours of work in each pay period.

YEARS OF COMPLETED FULL-TIME SERVICE	IN-SERVICE HOURS OF COMPLETED SERVICE	RATE FOR 80 IN-SERVICE HRS. PER PAY PERIOD	MAXIMUM ACCUMULATED HOURS
0 through 2	0 to 4173	3.53	360
2 through 5	4174 to 10434	4.14	360
5 through 10	10435 to 20870	5.06	360
10 through 15	20871 to 31305	6.29	360
15 through 20	31306 to 41741	7.21	360
20 through 25	41742 to 52177	7.82	360
25 or greater	52178 or more	8.13	360

Effective the pay period of implementation of the eighty-four (84) hour work schedule, each *Correctional Deputies I/II assigned to MADF Operations* who is employed in an allocated position which is regularly scheduled for eighty-four (84) hours of work in each work period 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.

YEARS OF COMPLETED FULL-TIME SERVICE	IN-SERVICE HOURS OF COMPLETED SERVICE	RATE FOR 84 IN-SERVICE HRS. PER PAY PERIOD	MAXIMUM ACCUMULATED HOURS
0 through 2	0 to 4382	3.71	360
2 through 5	4383 to 10954	4.35	360
5 through 10	10955 to 21909	5.31	360
10 through 15	21910 to 32863	6.60	360
15 through 20	32864 to 43817	7.57	360
20 through 25	43818 to 54771	8.21	360
25 or greater	54772 or more	8.54	360

## ARTICLE 22 – SICK LEAVE AND FAMILY LEAVE

### 22.1 Sick Leave Accrual

Each full-time employee shall accrue and accumulate sick leave at the rate of 3.680 in-service hours for each completed eighty-hour (80) pay period of service. *For Correctional Deputies I/II assigned to MADF Operations* who is employed in an allocated position which is regularly scheduled for eighty-four (84) hours of work in each work period, each employee in this assignment shall accrue and accumulate sick leave at the rate of 3.864 in-service hours for each completed eighty-four-hour (84) 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 shall be eligible to receive sick leave on a prorate basis. Usage and accrual of said

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 accrued leave was not otherwise used, paid out, converted to Extra Help sick leave, or converted to service credit. If the termination date is in the middle of the pay period, end of pay period date will apply.

1. For the purpose of seniority calculation for layoff, hours towards completion of probationary period, shift bidding, or other department seniority-based processes, the parties agree that calculations for years of service Correctional Deputies I/II assigned to MADF Operations will accrue hours at a rate consistent with others in the Correctional Deputy I/II class *not assigned to MADF operations, a year of service based on 1.0 FTE which is equal to 80 hours per pay period.*
2. Sonoma County Employees' Retirement Association (SCERA) have informed the County that SCERA will accept salary above 80 hours for purposes of calculating the member's monthly retirement benefit, however they will not accept over 80 hours for purposes of service credit accrual. SCERA's service accrual credit calculation is calculated based on an 80 hour cap. Any hours above 80 would cause employees to accrue at a rate greater than one year worth of service credit.
3. The parties hereby acknowledged and agree that the side letter of agreement dated July 28, 2020, related to the Suspension of Certain Elements of MOU Article 14.8, specifically related to the temporary closure of the North County Detention Facility (NCDF), still remains in effect.
4. The parties hereby acknowledge and agree that this Side Letter of Agreement does not create a precedent or establish any practice. This agreement shall not be introduced, referred to, or in any other way utilized in any subsequent grievance, arbitration, litigation or administrative hearing except as may be necessary to enforce its provisions and its terms.
5. This agreement sets forth the full and entire understanding of the parties regarding the matters set forth herein. Any other prior or existing understanding or agreements by the parties whether formal or informal regarding such matters are hereby superseded or terminated in their entirety.
6. Except as specifically provided herein, it is agreed and understood that the Association voluntarily and unqualifiedly waives its right to and releases the County from any obligation to meet and confer on any subject or matter contained herein.
7. No agreement, understanding, variation, waiver or modification of any term or provision contained herein shall in any manner be binding upon the parties hereto unless made and executed in writing by the parties hereto and, if required, approved and implemented but the Board of Supervisors of the County of Sonoma.

8. Nothing in this Agreement shall be construed to limit, remove, expand or in any way alter the existing or future jurisdiction or authority of the Civil Service Commission as provided in Sonoma County Ordinance No. 305-A as amended or as provided in the rules adopted in accordance with said ordinance.

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

FOR THE COUNTY:

FOR SCLEA:

Signature On File

Signature On File

Jeremia Mills, Employee &  
Labor Relations Manager

Damian Evans, SCLEA President