MEMORANDUM OF UNDERSTANDING

BETWEEN

THE COUNTY OF SONOMA

AND

THE SONOMA COUNTY LAW ENFORCEMENT ASSOCIATION

(SCLEA)

2018-2019

LAW ENFORCEMENT NON-SUPERVISORY, UNIT 40
LAW ENFORCEMENT SUPERVISORY, UNIT 41
CORRECTIONS AND PROBATION - NON-SUPERVISORY, UNIT 30
CORRECTIONS AND PROBATION – SUPERVISORY, UNIT 70

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MEMORANDUM OF UNDERSTANDING

BETWEEN THE COUNTY OF SONOMA AND THE SONOMA COUNTY LAW ENFORCEMENT ASSOCIATION (SCLEA) 2018-2019

PREAMBLE

This agreement between the duly appointed representatives of Sonoma County, hereinafter referred to as "County,", and the Sonoma County Law Enforcement Association, hereinafter referred to as the "Association," contains the agreement of each concerning wages, hours and other terms and conditions of employment for the term of this Memorandum of Understanding.

The parties jointly agree to recommend to the County Board of Supervisors the adoption of this Memorandum effective upon adoption by the Board of Supervisors, unless otherwise specified. This Memorandum shall apply only to those classifications listed within each bargaining unit under Recognition Article 2.

ARTICLE 1: TERM

1.1 Effective Dates

The term shall be 12 months, May 8, 2018 through May 7, 2019. The following items shall constitute the wages, hours and other terms and conditions for employees in classifications as listed in Article 2 of this Memorandum of Understanding. The parties agree that all changes contained herein will become effective upon adoption by the Board of Supervisors, unless otherwise specified. This Memorandum shall expire and otherwise fully terminate at 11:59 p.m. on May 7, 2019.

1.2 Notice For Successor Memorandum

In the event either party desires to negotiate a successor Memorandum of Understanding, that party shall serve on the other party, its written request to commence negotiations. The request shall be served at least six (6) months before the expiration of this Memorandum specified in Section 1.2 – i.e., no later than November 1, 2018.

ARTICLE 2 – RECOGNITION

The County recognizes the Association as the sole bargaining representative for the Law Enforcement Non-Supervisory, Law Enforcement Supervisory, Corrections and Probationary Non-Supervisory, and Corrections and Probation Supervisory bargaining units. These bargaining units consist of all full-time and part-time employees in regular permanently allocated positions in the classifications listed below:

Law Enforcement Non-Supervisory — Unit 40

D.A. Investigator I
D.A. Investigator II
D.A. Investigator Trainee
Fire Inspector I
Fire Inspector II
Helicopter Pilot
Park Ranger I
Park Ranger II
Senior Fire Inspector
Welfare Fraud Investigator Trainee
Welfare Fraud Investigator I
Welfare Fraud Investigator II

Law Enforcement Supervisory — Unit 41

Senior D.A. Investigator
Senior Welfare Fraud Investigator

Corrections & Probation Non-Supervisory — Unit 30

Children's Residential Care Counselor I
Children's Residential Care Counselor II
Communications Dispatcher I
Communications Dispatcher II
Correctional Deputy I
Correctional Deputy II
Juvenile Correctional Counselor I
Juvenile Correctional Counselor II
Juvenile Correctional Counselor III
Probation Industries Crew Supervisor
Probation Officer II
Probation Officer III
Senior Communications Dispatcher

Corrections & Probation Supervisory — Unit 70

Correctional Sergeant
Supervising Children's Residential Care Counselor
Juvenile Correctional Counselor IV
Probation Officer IV
Probation Industries Field Supervisor
Supervising Communications Dispatcher

ARTICLE 3 – DEFINITIONS

3.1 Non-Application

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

3.2 Definitions

Approved Leave Of Absence: Any paid or unpaid absence from work that has been approved by the employee's department head.

Base Hourly Rate: The base hourly rate shall be the hourly rate corresponding to the salary step in the salary range to which the employee is assigned.

Bi-Weekly Pay Period: Fourteen (14) consecutive calendar days which begin on a Tuesday and end 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 1st through December 31st.

Compensatory Time: Time off with pay at the applicable hourly rate to which an employee is entitled, as provided for in this Memorandum, instead of cash compensation.

County: The County of Sonoma, any of its organizational units or boards and commissions, as administratively determined by the County; may include department heads, Board of Supervisors, Chief Administrative Officer or a supervisor.

Department Head: The Chief Probation Officer, District Attorney, Sheriff Coroner, Director of Human Services**,** Director of Fire/Emergency Services, Director of Regional Parks, or their designee.

Emergency Operations: The performance of County functions or services necessary, in the opinion of the County, to protect or preserve the lives, safety, health, or property of the County or the public it serves, but "emergency operations" shall not be construed to mean situations where the County knew in advance of non-emergency situations and could have reasonably planned for any work schedule change necessary to adequately cope with the situation.

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

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

Employee Part-Time: An employee who is employed in an allocated position which requires work each pay period, but less than that required of a full-time employee.

Exempt Employee: An employee who is not covered by the provisions of the Fair Labor Standards Act (FLSA).

Extra-Help Employees: As defined in the Civil Service Rules and not represented by this bargaining unit.

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

Hours Worked: All time spent by the employee while the employee is engaged in duties or activities required by the County and pursued necessarily and primarily for the benefit of the County. For the non-exempt employee, hours worked shall also include all hours that the County knows or has reason to know that work is being performed.

Non-Exempt Employee: An employee designated by the County to be covered by the provisions of the Fair Labor Standards Act.

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 Rate of Pay: Defined in the Fair Labor Standards Act and used for computing statutory overtime for the non-exempt employee. It is calculated by taking the employee's base hourly rate times the number of hours worked in a given work period plus the total of all standby compensation and any special assignment premiums due to the employee in the work period divided by the number of hours worked in the work period.

Regular Work Period: The determination by the County of the fixed regularly recurring work period used for the determination of statutory overtime. For non-sworn, non-exempt employees the regular work period is seven consecutive days which currently begins at 12:01 a.m. Tuesday morning. For sworn, non-exempt employees the regular work period is currently fourteen (14) consecutive days which coincides with the County's bi-weekly pay period.

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

Regular Work Day: A 24-hour period containing a specified number of hours of work and normally interrupted by a meal break.

Salary: Means only wages and premiums, but does not include benefits such as insurance, vehicle use, paid leaves, overtime, shift differential or other economic benefits.

Salary Scale: The salary level for any given classification. The salary scale shall consist of nine salary steps, each approximately two and one half percent (2-1/2%) 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.

Statutory Overtime: Overtime that is required by FLSA. Currently, for the non-sworn, non-exempt employee it is all hours worked in excess of 40 in a regular 7-day work period. For the sworn, non-exempt employee, it is all hours worked in excess of 86 in a regular 14-day work period.

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

3.3 Fair Labor Standards Act Not Incorporated

The provisions of the Fair Labor Standards Act are not hereby incorporated into this contract by the mention of the statute.

ARTICLE 4 – MANAGEMENT RIGHTS

4.1 Retention Of Rights

The Association recognizes that the County has and will continue to retain in all respects, whether exercised or not, the unilateral and exclusive right to operate, administer, and manage its public services and its work force performing those services.

4.2 Non-Grievability Of Decision Making Authority

The County has and will continue to retain exclusive decision-making authority on matters not expressly modified by specific provisions of this Memorandum except as provided by this Memorandum. Such decision making shall not in any way, be subject to the grievance procedure provided in Article 30.

4.3 Exclusive 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 enforce administrative regulations and work rules in addition to and not inconsistent with the specific provisions of this Memorandum of Understanding; to direct its employees; to take disciplinary action; to relieve its employees from duty because their positions are abolished, or whenever necessary because of lack of work or lack of funds, or under conditions where continued work would be ineffective or non-productive; to determine whether goods or services shall be made, purchased or contracted for; to determine the methods, means and personnel by which the County's services are to be provided, purchased or contracted including the right to schedule and assign work and overtime; and to otherwise act in the interest of efficient service to the County and the public.

4.4 Contracting-Out

The County agrees to meet and confer, upon request of the Association, over the impact to employees of any decision by the County to contract-out significant bargaining unit work to a non-County enterprise or agency. The decision to contract-out such work shall not be subject to meet and confer. The County shall notify the Association of any proposal to contract-out significant bargaining unit work to a non-County enterprise or agency before any final decision on the proposal is made by the Board of Supervisors. Upon request of the Association, the County agrees to meet with the Association to consider and discuss the Association's input regarding the County's proposed decision.

ARTICLE 5 – ASSOCIATION RIGHTS

5.1 Bulletin Boards

The County will furnish reasonable bulletin board space measuring no less than 36 x 48 inches. Bulletin boards shall be located in 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 Association. Prior to posting, all material shall be plainly and legibly initialed by an authorized representative of the Association.

5.2 Communications

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

5.3 Work Access

Authorized non-employee Association representatives will be given access to work locations during working hours to investigate and process grievances or post bulletins

on the bulletin board(s) without unreasonable interference with employee work. The Association shall give the department head and the Employee Relations Manager a written list of such authorized Association Representatives. Only those people whose name appears on the current list shall be granted access under this provision.

5.4 Dues Check Off

The County agrees to deduct all Association dues, insurance premiums and assessments from the pay of those employees who have authorized in writing to the County that such deduction be made. The amounts deducted shall be remitted promptly to the Association or its designee, with an alphabetical list of the employees from whom deducted.

5.5 Successor Memorandum Procedures

The County and the Association will strive to arrive at mutually agreeable ground rules to cover any element of the meet and confer process for a successor Memorandum of Understanding. Reasonable release time shall be granted to Association representatives for purposes of meeting and conferring toward a successor MOU. Release time shall be afforded for a maximum of six (6) representatives in successor MOU negotiations for purposes of time spent in meeting and conferring.

5.6 Non-Discrimination

The County will not interfere with or discriminate in respect to any term or condition of employment against any employee covered by this Memorandum of Understanding because of representation by the Association or legitimate Association activity, as provided in this Memorandum on behalf of the members of the four bargaining units covered by this Memorandum.

5.7 Time For Association Activities

The County and the Association agree to the primary principle that Association activities will normally be carried on outside of employee working hours. It is further recognized that there are reasonable limited deviations from this policy such as posting of Association notices and distribution of information which do not require substantial amounts of time. Where such activities cannot reasonably be performed except during scheduled working hours, and where such activities are performed without disruption of employee work performance, they are authorized and may be done without loss of pay to the employees involved.

5.8 Paid Leave "Pool"

a. Paid Leave

Upon request of the Association, and after approval of the Employee Relations Manager, the County may grant Association paid leave to Association representative(s) to attend to Association business related to County of Sonoma representation, when such business would conflict with the work schedule of an employee representative(s). Such release time shall include reasonable and

necessary travel time. "Association business" shall mean Association Executive Board meetings, conventions, seminars or other Association events, all of which must be related to employer-employee relations and involving matters solely pertaining to the bargaining units covered by this Memorandum of Understanding. The total number of hours of Association paid leave will be 500 hours per fiscal year and be available for use as a pool of hours, all to be used by Association representatives, other than the President. Association representatives must contact the Association office to request such paid leave. Upon request, the Association can roll over up to a maximum of two hundred (200) unused paid leave pool hours from one fiscal year to the next.

Effective the first full pay period following Board of Supervisors' adoption of the 2016-2018 MOU, the County will add two hundred (200) hours of Union Release Time into the bank.

b. Unpaid Leave

Additional release hours beyond the annual pool of paid Association leave hours may be granted by the County for Association business on an unpaid leave basis or by the employee representative requesting use of accrued vacation and/or compensatory time off. When on Association leave, bargaining unit members are in off-duty status and the County is not responsible for their actions.

c. Denial Of Leave Requests

The County shall not unreasonably deny a request for paid Association business leave or unpaid leave, vacation and/or compensatory time off for Association business unless the County determines the number of Association representatives requesting time off for Association business would create an undue hardship on operational effectiveness, including excessive overtime costs to replace the absent Association representative(s). To expedite resolution of disputes, the Association may file grievances regarding the denial of Association business leave requests beginning at the third step of the grievance process (Article 30, Section 30.10).

d. Indemnification

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

5.9 Representation Assistance

Except as otherwise modified by a specific provision of this Memorandum of Understanding, Association employee and non-employee representatives shall have

the right to represent or assist employees covered by this Memorandum of Understanding before the Board of Supervisors, the Civil Service Commission, grievance meetings with County management under the Grievance Procedure of this Memorandum of Understanding or other meetings with County management mutually agreed to in advance.

5.10 Use Of County Facilities

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

5.11 Data Run — All Employees In Units

At the Association's request, the County will provide the Association with a data run of the names, class titles, and departments of all employees within the bargaining units covered by this Memorandum of Understanding. The Association recognizes and respects the legal right of each employee to the employee's privacy and agrees not to use any information obtained pursuant to this Memorandum of Understanding or to allow others to use the information for commercial gain, nor in any manner that would violate those rights. With respect to this promise, the Association agrees to indemnify, defend and hold harmless the County, its officers, employees, and agents, from any claim, liability, or damage arising from the Association's breach of its duty under this Section (5.11).

5.12 Data Run — New Employees In Units

The County shall, once per month, make available to the Association President a list of the names, home addresses (where the employee so authorizes the release to the County and the Association), and work locations of all newly hired employees. The President of the Association, or designee, shall be entitled to contact all newly hired employees for the purpose of providing the employee with an Association brochure and other information about the Association. These activities will be conducted on the President's and the newly hired employee's own time. Upon request, the Association may be authorized to make this contact with newly hired employees at a departmental orientation period if the County agrees that such contacts will not interfere or detract from the purpose of the departmental orientation process.

5.13 Board Agenda

The County will arrange to transmit or make available to the Association President, or designee, two copies each week of the Board of Supervisors' regular public meeting agenda in advance of the regular Board meeting. The County will also continue to transmit or make available to the Association President, or designee, two copies of the regular Civil Service Commission agenda and classification studies scheduled on that

agenda pertaining to classifications represented by the Association in advance of the Commission meeting.

5.14 President's Release Time

[Section 5.14 shows changes to side letter that was formerly attached as Appendix I.]

The Association President will be released on a full-time basis, effective the first full pay period in July 2000 (7/11/00). The Association is responsible to pay the County for all salary and benefit costs, including accruals, related the President's full-time release — of which 500 hours maximum of earned compensatory time off or vacation may be voluntarily donated by SCLEA-represented employees.

5.14.1 President's Release Time – Conditions:

1. Salary: Employee salary will continue to be paid by the County and billed quarterly to the Association by the County. The salary covers sick, vacation and holiday leaves, which are part of the Association cost reimbursement. Any donated hours will be subtracted from the fourth quarter (of fiscal year) billing.

   While on release time the employee will be paid at his/her current step in the salary scale at the initial date of release. Salary does not include premiums for specialty assignments, but will include P.O.S.T. pay or other educational incentive pay for which an employee has qualified. Time will be recorded and submitted to the County department by the employee through Time Saver. Any merit increases will be granted on schedule.

2. Leave Accruals/Service Credit:

   A Sick & Vacation Accruals will continue to be accrued and taken.

   B Holidays: — Released President receives holiday time each year in accordance with the requirements of the MOU and County policy applicable to the President/employee's position, which must be taken during the year. Overtime and compensatory time off are not incurred. MOU Articles 20.5 (Compensation for Holidays) and 20.6 (Compensation for Holidays – Day Worked) do not apply.

   C Retirement – Retirement service credit accrual will continue. The employee is on paid leave and the Auditor/Payroll Division will deduct both employee and employer contributions, in order to maintain service credit.

3. Worker's Compensation / 4850:

   If an employee on President Release is injured in the course and scope of Association business or County business, the Association will continue to pay the County for 2,080 hours per year at the President's current salary rate. Such employee will not be assigned to limited duty

or other department assignment while on Worker's Compensation or 4850.

4. Liability Insurance & Third-Party Claims Against The County:

   The Association will maintain a liability insurance policy with a $3,000,000 coverage limit for directors/officers, including employees on President Release. Employees released from regular County work pursuant to this section perform activities at the Association's direction and are not agents of the County of Sonoma. The Association agrees to indemnify and hold the County harmless from all claims arising from such activities.

5. Required Training:

   An employee on President Release will participate in any training required for the employee to maintain his/her County position and job classification, and the County will pay for all salary and benefits costs associated with the time spent in training.

6. County Benefits:

   The President shall enjoy all benefits conferred on like-situated employees represented by the Sonoma County Law Enforcement Association Memorandum of Understanding and applicable County of Sonoma rules and policies. No loss of County health, dental, vision, LTD or other benefits will result. If a new benefit or unanticipated impact from an existing benefit not covered in this agreement occurs, the parties agree to reopen this agreement and meet on the issue in question.

7. President's Replacement(s):

   If another employee must act on the President's behalf when he/she is using vacation or sick leave, the County will charge the Association for all salary and benefits costs associated with the replacement's release time. The following conditions apply:

   A. If the employee acting on the President's behalf in his/her absence is from the same County Department as the President, he/she will not be provided release time unless pre-approval is sought and granted in advance. The right to refuse such hours for a President's replacement from the same Department is at that Department Head's discretion.

   B. The Association agrees to request such release time 14 calendar days (minimum) in advance, whether the employee is from the same or different County Department. The County Department will respond within 7 days of receipt of the initial request. Failure to

provide timely response constitutes *automatic approval*. The Department will not arbitrarily deny the time. Reasons for denial, such as serious operational impacts will be articulated in writing to the Association. The Department may deny the requested release time if overtime costs would be incurred to provide the release time. If the Association agrees to reimburse the County for the overtime costs, then the County may not deny the release time on the sole basis of overtime costs.

8. Shift Bid:

   A. If an incumbent SCLEA President declares his/her intention to run for re-election, the parties agree that he/she will not participate in the upcoming shift bid in his/her County department. Should the President not be re-elected, he/she will be returned to a shift in the same manner, under the same policies and procedures applied to post-shift bid assignments.

   B. If an incumbent SCLEA President declares his/her intention not to run for re-election and is not named on the ballot, he/she will be eligible to participate in the upcoming shift bid in his/her County department.

   C. If an employee (non-incumbent) declares his/her candidacy for the SCLEA President position, he/she will be eligible to participate in the upcoming shift bid in his/her County department, as the outcome of the election is an unknown.

9. Presidential Access To County Facilities:

   With the approval of the designated management representative, the Association President may meet with represented employees at their work locations on matters of mutual interest to the Association and the Department. The President shall give the management representative sufficient notice and information to arrange for the meeting time(s), including the requested duration of the meeting, and to determine if the matter(s) to be discussed are of mutual interest. The management representative may limit the duration of the meeting to meet the needs of the Department. If there is disagreement between the Association and the designated management representative, the Department Head shall have final authority to determine whether the matter(s) to be discussed is/are of mutual interest. The County agrees to provide the Association with a list of designated management representatives and to keep such list updated.

ARTICLE 6 – EMPLOYEE RIGHTS

6.1 Personal Property Reimbursement

Upon recommendation of the department head, the County, in accordance with Government Code Section 53240, shall provide for payment of the costs of replacing or repairing property or 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. In accordance with the foregoing, the County and the Association agree that personal property customarily used by employees in the performance of special duties, such as divers' equipment and gear and watches appropriate for divers and helicopter pilots and observers, shall be considered as "trade or crafts tools" as provided for in Board of Supervisors Resolution No. 56420. The County and the Association further agree that the Resolution No. 56420 requirement of the County and the Association to agree upon an inventory of such personal property used on duty is satisfied when the employee affected and the employee's supervisor, or other designee of the department head, agree upon the personal property to be included in an approved inventory.

6.2 Personal Property Reimbursement Supplement — Damage To Employee Vehicles

The County will continue to make partial reimbursement for vehicle damage in accordance with Board of Supervisor's Resolution 90-0721 dated April 24, 1990.

6.3 Safety Program

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

Employees who supervise offenders in the Probation Department's Supervised Adult Crew Program will be provided separate boots and safety gear, not to be shared with offenders.

6.4 Employee/Association Safety Appeals

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

6.5 Personnel Files

An employee shall have the right to inspect and review any personnel file or record relating to his performance as an employee which is kept or maintained by the County. The County shall provide an opportunity for the employee to respond in writing to any

information contained therein with which he disagrees. Such response shall become a permanent part of the employee's personnel file. The employee shall be responsible for providing the written responses to be included as part of the employee's personnel file. At his request, an employee shall be provided one copy of any document placed in the employee's personnel file. No employee shall have any comment adverse to his interest entered in his personnel file without the employee having first read and signed the document containing the adverse comment, except that such entry may be made if after reading the document the employee refuses to sign it. Should an employee refuse to sign, the fact shall be noted on the document. The County and Association agree that personnel files and records are confidential. It is further understood and agreed that reference letters and background investigations are exempt from review by the employee or the Association. Should an employee wish to have an Association or non-Association representative review his personnel file and/or records in the employee's absence, he will provide the Association or non-Association representative with a signed letter indicating the employee's consent to have his file and/or records reviewed. The Association or non-Association representative shall present said consent letter to the employee's department head or his designee prior to reviewing said employee's file and/or records. All personnel files and records are and remain the property of the County. Each department head shall keep one personnel file for each employee in the bargaining units covered by this Memorandum of Understanding. Time for inspection and review of such files and/or records shall be available to the employees at any reasonable time during the regular business hours of the County.

6.6 Uniform Review Process — Written Reprimand

Employees shall have a uniform administrative appeal process for written reprimands during the term of this agreement.

ARTICLE 7: SALARIES AND ADMINISTRATION OF THE SALARY SCHEDULE

7.1 Salaries

Salary scales shall be as specified in Appendix A for each classification contained within each of the units represented by the Association.

7.1.1 Pension Pick Up

Effective the first full pay period on or after adoption of this MOU by the Board of Supervisors (June 25, 2013), The County will cease providing the one percent (1%) pick up of the employee's share towards Retirement.

7.1.2 Hourly Cash Allowance

Effective the first full pay period closest to May 19, 2009, the County shall pay each permanent full and part time employee, in addition to their hourly regular earning rate from the salary schedule, a cash allowance of $3.45 per paid status hour that the employee is in paid status excluding overtime, up to a maximum of eighty (80) hours in a pay period, (or approximately a maximum of $600 per month).

Such hourly cash allowance is compensation for services rendered in that pay period and shall be taken into account for the purposes of computing employees' final compensation for pension purposes, as well as all usual taxation as their regular earning rate from the salary schedule. It shall not be included on the salary schedule and shall not be impacted by future increases on the salary schedule. It is not intended as a supplement toward medical, dental, or any other insurance or benefit.

7.1.3 One-Time, Lump Sum, Non-Recurring, Pensionable Payment

Effective the first full pay period approval beginning October 23, 2018, contingent on Union ratification of the successor MOU and approval by the Sonoma County Board of Supervisors on or before September 25, 2018, each regular, full time employee in paid status as of November 5, 2018, shall receive , a one-time, lump sum, non-recurring pensionable payment in the amount of two thousand three hundred and one dollars ($2,301) to on November 14, 2018.

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

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

7.2 Salary Upon Employment

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

7.3 Advanced Step Upon Employment

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

7.4 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 five years after resignation may, upon 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 only required if the person is rehired at a step which exceeds step paid at the time of resignation.

7.5 Extra-Help To Permanent Appointment

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

7.6 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 in the same class from which separated or in a closely related class in the same salary scale, or in a lower salary scale than the class from which separated shall be paid at the salary step closest to but not exceeding the step of the applicable scale paid at the time of displacement, layoff or voluntary demotion. Such employee shall be considered for merit increase when the employee's total hours in paid status before and after separation and restoration equal the number of hours required for merit increase.

7.7 Salary Upon Promotion

Except as otherwise provided herein, 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 (5) percent of the employee's salary step rate before promotion, but not less than the minimum salary scale of the new class nor greater than the maximum salary of the new class. If a promotion occurs on the same day a merit increase is due and approved, the merit increase shall be computed first and 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 7.21.

7.8 Advanced Salary Upon Promotion

Upon promotion of a full-time or part-time employee to a new class, the Human Resources Director may recommend to the County Administrator that the person being promoted shall receive a rate of pay which is higher than that to which the employee is entitled, but which in no way exceeds the top of the scale.

7.9 Salary Upon Demotion During Probation

Any full-time or part-time employee who, during the employee's probationary period, is demoted to a class which the employee formerly occupied in good standing during the same period of continuous employment in paid or unpaid status shall have the employee's salary reduced to the salary the employee would have received if the

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

7.10 Salary Upon Involuntary Demotion

A full or part-time employee, to whom the circumstances described in Section 7.9 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 which is the next lower than, or not more than five (5) percent lower than the salary received before demotion, except that such employee shall not be paid more than the maximum of the scale of the class to which the employee is demoted. The employee's eligibility for merit advancement shall not change as a result of demotion.

7.11 Salary Upon Voluntary Demotion

A full or part-time employee, to whom the circumstances described in Section 7.9 above do not apply, who is demoted voluntarily or who is displaced as a result of layoff to a position in a class which is allocated to a lower salary scale than the class from which the employee is demoted, or displaced as a result of layoff shall receive the highest salary step in the scale for the new class which does not exceed the salary received before demotion or displacement but not exceeding the maximum of the salary scale for the new class. The employee's eligibility for merit advancement shall not change as a result of demotion or displacement.

7.12 Salary Upon Reappointment From Voluntary Demotion

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

7.13 Salary Upon Transfer

A full-time or part-time employee who transfers from one allocated position to another allocated position in the same job class shall be placed at the same salary step which the employee was receiving prior to the transfer. 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 s/he 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.

7.14 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.

7.15 Salary Upon Reclassification Of Position – Same Salary

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

7.16 Salary Upon Reclassification Of Position – Higher Salary

Except as otherwise provided herein, whenever a position is reclassified to a class which is allocated to a higher salary scale, the salary of the incumbent shall be as provided in Section 7.7 if the incumbent is appointed to fill the position.

7.17 Salary Upon Reclassification Of Position – Lower Salary

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 Section 7.11, if the incumbent is appointed to fill the position. Whenever the effect of reclassification is to reduce the salary of an incumbent, the Board of Supervisors may, upon recommendation by the Human Resources Director, direct that the incumbent shall continue to receive the previously authorized salary until termination of employment in the position, 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.

7.18 Merit Advancement Within Salary Scales

Merit increases within a scale shall not be automatic. They shall be based upon merit and shall require a written performance evaluation with a minimum satisfactory overall rating. An employee with a less than satisfactory overall rating on the employee's most recent performance evaluation shall not be eligible for a merit increase until the employee receives an overall rating of satisfactory. The performance evaluation shall be reviewed by the employee's department head and approved in writing prior to the granting of any merit increase. Merit increases shall be made within the appropriate salary scale for the class by computing the new salary step rate which is most closely equivalent to five percent (5%) higher than the previous base hourly rate.

7.19 Performance Appraisals

Performance appraisals of full-time and part-time employees which deny a merit salary increase or have an overall rating of "unsatisfactory" may be grieved at the employee's option through the 3rd step of the Grievance Procedure established under this Memorandum for a final decision.

7.20 Salary Upon Advancement Within A Scale

Each employee shall be considered for an initial merit increase when the employee's total hours in paid status within the same class, exclusive of overtime, equals 1,040 hours. Thereafter, an employee shall be considered for subsequent merit increases when the employee accumulates 2,080 hours paid status, exclusive of overtime.

7.21 Effective Date Of Merit Increase

Merit increases shall become effective the start of the work day during which the employee becomes eligible for the merit increase.

7.22 Salary Upon Temporary Assignment To A Higher Class

An employee assigned by the appointing authority to perform the full range of duties of a higher classification to fill a vacancy caused by resignation, termination, promotion or an approved leave of absence, who meets the minimum qualifications for the higher classification, and who completes a training period in the higher classification of one hundred and twenty (120) hours aggregate, shall be placed at the step in the new class that is 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 such assignment and shall be entitled to receive any authorized 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. All other benefits to which an employee is entitled under the terms of this MOU shall continue and no additional benefits will be provided to employees temporarily assigned to a higher class. The employee will have the right to refuse higher classification assignments.

When the temporary assignment ends, 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.

7.23 Subsequent Reassignment

An employee subsequently reassigned after the completion of the one hundred and twenty (120) hour training period in Section 7.22 will immediately receive the salary provided in Section 7.22 above.

7.24 Salary Upon Disciplinary Reduction In Pay

No disciplinary reduction in salary step(s) shall exceed five percent (5%) over a time period of one thousand and forty hours (1,040) and shall not result in a step placement less than the minimum for the class. A reduction in compensation shall apply only to regular hours worked and hours treated as hours worked, which currently includes paid administrative leave, jury duty leave, military leave and compassionate leave. The rate reduction excludes premiums, overtime, vacation and compensatory time accruals and usage, and vacation, sick and compensatory time pay off. Employees may appeal to the Civil Service Commission from an order reduction in compensation pursuant to the Rules of the Civil Service Commission.

7.25 Comparison Agencies

Unless mutually agreed to, all classifications within bargaining units 40, 41, 30, and 70 shall utilize the following for comparable agency purposes:

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

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

ARTICLE 8: SPECIAL COMPENSATION BENEFITS

8.1 Special Compensation Premium Pays

Premium pays provided herein will not be added to an employee's base hourly rate for computing overtime or any other differential, premium pay, or any other specialty pay unless specifically provided for herein or as required by law.

8.2 Specialist Premiums

The County will provide specialist premium compensation to employees whom the Department Head assigns to a specialized unit of duty from among those assignments listed below. The specialist premium compensation shall be in lieu of any other payment for hazard pay and for any other payment for any and all hours of overtime worked while attending or participating in mandatory training in such specialty, except as otherwise required by law. Employees assigned to a specialist assignment will receive the specific premium identified for that assignment as an addition to the employee's base hourly rate, according to the levels listed below and shall only be paid for hours worked except where specified. An employee in a unit who is assigned to more than one specialty assignment shall receive the combination of the different premium pays up to and including a total of ten percent (10.0%) above the base hourly rate. Specialist premium pay shall be compensated according to the assignments shown below:

ASSIGNMENTS	AMOUNT
CLASSIFICATION/DETENTION ALTERNATIVES	
OFFICER, DEPUTY or SERGEANT	5.0%
CRISIS NEGOTIATION OFFICER/SERGEANT	5.0%
SERT	5.0%
DISPATCH TRAINING OFFICER	5.0%

FACILITIES TRAINING OFFICER (FTO)	5.0%
FTO PROGRAM SERGEANT	5.0%
GRIEVANCE/DISCIPLINE OFFICER	5.0%
INMATE PROG. SERVICES OFFICER/SERGEANT	5.0%
PROBATION TRAINING COORDINATOR	5.0%
FIREARM INSTRUCTOR (All Departments)	5.0%
FIELD TRAINING OFFICER (All Departments)	5.0%
DEFENSIVE TACTICS INSTRUCTOR (All Depts)	5.0%
PERSONNEL/BACKGROUND INVESTIGATOR (All Departments)	5.0%
I. A. INVESTIGATOR	5.0%
DETENTION K-9 DEPUTY	2.5%

Effective with adoption of this revised Section, Gang Task Force specialty pay will no longer be provided. Members receiving the premium at the time the revised Section is adopted will continue to receive the premium until the assignment ends, or through January 6, 2014, whichever comes first.

8.3 Specialty Assignment Trial Period

An employee assigned to a specialty assignment covered by Article 8.2 shall serve an initial six (6) consecutive months trial period in the specialty assignment effective from the date the employee was put in the assignment during which he or she may be removed from the assignment in the department heads sole discretion. Reassignment of an employee from a specialty assignment prior to the end of the sixth month of such assignment does not require a statement of cause or showing of cause under the rules of the Civil Service Commission.

8.4 Specialty Assignment Guarantee Period

Once an employee in a specialty assignment has served the six (6) month trial period, the employee shall be entitled to a guarantee period which shall last for an additional thirty (30) months. The department head may remove the employee involuntarily from the specialty assignment during the guarantee period for cause as state in rule 10 of the Civil Service Rules, or for reasons under Rule 11 of those rules relating to position allocation reductions. In the event an employee voluntarily transfers from a specialty assignment, any entitlement to a guarantee period is forfeited.

When the department requires temporary assignments, due to situational conditions, to specialty classifications the employee temporarily assigned shall not be covered by the guarantee provisions of this article. During such temporary assignments the employee will be compensated at the premium rate listed in Article 8.2.

Temporary Facilities Training officer assignment will be for a minimum of three (3) months, such assignment may be extended at the discretion of the Sheriff's Department. Any subsequent reassignment to Temporary Facilities Training officer will result in a new three (3) month guarantee.

8.5 Specialty Assignment Continuation

The department head may retain an employee in a specialty assignment beyond the guarantee period and may reassign the employee from the specialty assignment after the guarantee period in his/her sole discretion. Reassignment of an employee beyond the guarantee period does not require a statement of cause or showing of cause under the rules of the Civil Service commission.

8.6 POST Premiums

Each employee in an eligible job classification who has been awarded a valid intermediate or advanced certificate issued by the California Commission on Peace Officer's Standards and Training (POST) shall be eligible for POST Premium compensation upon presentation of said certificate to the County. Each eligible employee who has been awarded a valid intermediate certificate shall receive two and one half percent (2.5%) of employee's base hourly rate for all compensation purposes, including overtime, and retirement. Each eligible employee who has been awarded a valid advanced certificate shall receive five percent (5%) of employee's base hourly rate for all compensation purposes, including overtime and retirement.

The payments set forth in this Section 8.6 shall become effective at the beginning of the first full pay period following date of eligibility or application for the specified POST premium, whichever date is later. No employee shall receive POST Premium compensation for a valid intermediate or advanced certificate issued by POST if such a certificate is required by the minimum qualifications of the employee's class or position.

Job classifications eligible to receive the POST premium are: District Attorney Investigator I/II, Sr. District Attorney Investigator, Welfare Fraud Investigator I/II, and Sr. Welfare Fraud Investigator.

8.7 Park Ranger I/II – Premium Assignment And Housing

8.7.1 Park Ranger I/II — Assignment And Transfer

The Regional Parks Department maintains the right to assign and transfer an employee to a specific reporting location. If a transfer is at the direction of the department, the employee will be given at least seven (7) days notification. At least thirty (30) days notification shall be given of any

transfer directed by the department that exceeds twenty-five (25) miles or requires the employee to relocate his/her permanent residence. Employees transferred at the direction of the department over twenty- five (25) miles, or who are required to relocate their permanent residence shall also be entitled to up to three (3) days of paid moving leave, and reimbursement for moving expenses of up to $300 for rental of truck or trailers upon submitting receipts for approval to the Director of Regional Parks.

8.7.2 Park Ranger I/II – Housing

Any employee in the class of Park Ranger I/II may be assigned to live in County-provided housing. Consideration in assignment to housing within each ranger area will be given to rank in the following order by earliest hire date: 1) Rangers, 2) Park Maintenance Workers, and 3) Aquatic Specialist.

8.7.3 Park Ranger I/II — Maintenance Fees

Once a Housing License Agreement is signed by a Park Ranger residing on County property, it shall be a condition of employment. No rent is charged. The employee granted a license to utilize the assigned housing will be charged an individual maintenance cost based upon the cost of providing utilities and normal maintenance upkeep of the residence structure. The Board of Supervisors shall set the maintenance fee, subject to the provisions of this Section (8.7.3), and this fee shall be deducted from the employee's paycheck. Maintenance fees will not, in any case, exceed fifteen percent (15%) of the salary of each licensed employee based upon the base hourly rate of the employee. Each licensed employee shall be responsible for any possessory interest tax levied against him or her. Maintenance fees may be increased by the County with each adjustment being a percentage amount not exceeding the percentage amount of the cost-of-living salary adjustment, excluding equity adjustments, in the preceding fiscal year under this Memorandum.

8.7.4 Park Ranger I/II — Special Provisions

The reasonable cost of the housing shall not be added to the employee's base hourly rate in Computing the employee's regular rate of pay. In addition, no Standby or Callback will be paid to Park Ranger tenants, except that off-shift work including emergency responses, will be counted toward hours worked for the purpose of computing overtime. Park Ranger tenants shall maintain and submit a log identifying off-shift work and time spent performing this work in the regular work period in which overtime is claimed.

8.7.5 North Coast Assignment Premium

Any employee in the class of Park Ranger I or Park Ranger II who is permanently assigned to the North Coast reporting locations for Stillwater

Cove and Gualala shall receive a ten percent (10%) premium for all hours actually worked.

12.4.4 Canine Handler Compensation

The County and SCLEA estimate that the time canine handlers spend in all aspects of the care, feeding, and exercise, transport to/from work, and maintenance of their canines on a bi-weekly bases to be seven hours. The parties further agree that any time spent in excess of such time is not reasonable necessary and is unauthorized. The parties stipulate that the pay rate for the performance of such work shall be $11.12 per hour. Accordingly, the full compensation due to a member for the performance of their canine responsibilities, is $116.77 bi-weekly (seven hours paid at over time rate, monthly equivalent $253.00).

8.8 Title IV E – Part time – Masters Of Social Work (MSW) In Public Child Welfare – Internship

For the term of this agreement only, the County will establish a pilot program for current employees of the Human Services Department who have been accepted into an accredited MSW Program with an emphasis in Public Child Welfare, approved by the Human Services Department.

The employee selected for the internship program would remain in their base classification and pay rate and would be allowed time away from their regular responsibilities up to sixteen (16) hours per week for completing their required field placement work which would take place at the County of Sonoma's Human Service Department.

The County and Association agree that the internship hours that occur during regular working hours (16 hours per week), are compensable hours. All other hours required of the Title IVE program are not compensable work hours.

This program is strictly voluntary and the internship duties do not directly relate to the employee's base classification. Completion of coursework related to the MSW and homework is not part of the program and would be completed outside the employee's regular work hours.

Section 8.10 is not grievable or arbitrable under Article 30 of this MOU.

8.9 Title IVE – Full Time Masters Of Social Work (MSW) In Public Child Welfare – Education Leave

8.9.1 Education Leave (MSW) – Health Benefit Continuation

Notwithstanding the provisions of Section 18.6, employees in the Human Services Department who are authorized a Leave of Absence to attend graduate school under the IV-E Training Program, to obtain a Masters of Social Work in Public Child Welfare (MSW), shall be entitled to continue

the County Health Benefit insurance program during the education leave. The County shall continue to make its normal health benefit contribution for the employee as provided under Section 18.2.3 (County Contribution toward Active Employee Medical Benefits). The employee shall make appropriate payments acceptable to the Auditor-Controller-Treasurer-Tax Collector to continue his/her portion of the premium during the leave.

8.9.2 Education Leave (MSW) – Employee Requirements

Each employee shall comply with all requirements of the Department in applying for the educational leave. The employee shall agree and contract with the County, that upon return from leave, he/she will continue working for the County for a minimum of one (1) year for each year of approved education leave. If, for any reason, the employee is not able to satisfy the agreement, then the employee shall repay the County for the total cost of the County's contribution for the continuance of the health insurance benefit during the approved period. The County Department of Human Services may waive the pay back requirement under this Section.

8.9.3 Education Leave (MSW) – Non-Grievability

Section 8.11 is not grievable or arbitrable under Article 30 of this MOU.

8.10 Helicopter Training Premium

Any County Helicopter Pilot FAA certified as a trainer shall receive a five percent (5%) premium to his/her base salary for all actual hours worked spent training other County Helicopter Pilots during their first year of employment. The premium will not be paid for hours not spent training other County Helicopter Pilots.

ARTICLE 9 – BILINGUAL PAY

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, such a designated employee 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-five cents ($.95) per hour for all hours actually worked. Use of bilingual skills shall include time spent translating, answering phone calls, performing research, speaking with or writing to clients in a language other than English.

ARTICLE 10 – UNIFORMS & SAFETY BOOTS

10.1 General Provisions

In its sole discretion, the County shall determine which classifications shall be required to wear uniforms and/or safety boots as a condition of employment. The parties acknowledge that County-issued uniforms and safety boots are not suitable

for everyday wear outside working hours, and that employees shall use the uniforms and safety boots only while on duty and traveling to and from County work.

Each employee who is issued a uniform and/or safety boot voucher shall wear the required uniform or safety boots for the employee's specific work assignment. Any employee who terminates employment with the County must return all uniform items to the County; safety boots need not be returned.

10.2 Uniforms

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

10.3 Safety Boots

Upon initial employment and annually on the first payday in December of each fiscal year, the County shall provide an annual voucher of $200.00 towards the purchase of required safety boots for each employee in the following classifications: Park Ranger I, Park Ranger II, Probation Industries Crew Supervisor, and Probation Industries Field Supervisor.

ARTICLE 11 – MILEAGE REIMBURSEMENT

An employee who is authorized to use a personal motor vehicle for travel required in the performance of County work shall be reimbursed at the standard IRS business mileage rate.

ARTICLE 12 – DEFERRED COMPENSATION AND RETIREMENT

12.1 Deferred Compensation — Voluntary Program

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

12.2 Deferred Compensation — County Paid Program

12.2.1 Effective December 1, 2015, for each eligible SCLEA member, the County shall deposit one percent (1%) of the employee's bi-weekly base salary into the employee's deferred compensation account.

12.2.1.2 To receive such deferred compensation, such employees must be in paid status for at least fifty (50%) of the employee's allocated full-time equivalent (FTE) position.

12.3 414(h)(2) – Tax Deferred Retirement Contribution

All employees covered by this Memorandum who belong to the retirement system shall have their wages adjusted according to Section 414(h)(2) of the Internal Revenue Code which will have the effect of deferring Federal and State income taxes on the retirement contribution.

12.4 Safety Employees Hired Before January 1, 2013
(3% at 50 Plan A Safety Members)

This Section 12.4 (including subsections) shall apply to safety employees hired before January 1, 2013 who are contributing members of the Sonoma County Employees' Retirement Association ("SCERA") and to employees hired after that date who qualified for pension reciprocity as stated in Government Code Section 7522.02(c) and related SCERA reciprocity requirements:

12.4.1 Final Compensation Based On Single Year

For purposes of determining a retirement benefit, final compensation for employees covered by this Section 12.4 shall mean the average annual compensation earnable by the member as specified in Government Code Section 31462.1.

12.4.2 3% @ 50 Pension Formula

the "3% at 50" enhanced retirement program will be available to safety employees covered by this Section 12.4 who are contributing members of SCERA.

12.4.3 Required Employee Contribution

SCERA members covered by this Section 12.4 will contribute the amount required by SCERA as employee contributions, and shall continue to contribute an additional three percent (3%) of any compensation from which retirement deductions are required to be made to their employee retirement account. The additional contributions shall be deducted from the employee's compensation pretax and they shall become part of the accumulated retirement contributions of the employees. This contribution to defray the cost of the unfunded accrued actuarial liability for any past service due to the enhanced retirement programs will continue until July 2024.

12.4.4 Employee Cost Share – 50% of Normal Cost

a. Effective the first full pay period following July 1, 2016, each active Safety member of the Sonoma County Employees Retirement Association

(SCERA) covered by this Section 12.4 shall contribute one and one half percent (1.5%) of any compensation required to be made to their employee retirement account as a contribution towards one half of the total normal cost ("total normal cost" includes both employer and member shares). The additional contribution shall be deducted from the employees' compensation pretax and they shall become part of the accumulated retirement contributions of the employee. Employees covered by this section 12.4.4.(a) shall receive a lump sum benefit allowance each pay period as a reimbursement for the cost share arrangement, equal to the dollar value of the deduction described in this paragraph less any required taxes.

b. Effective March 14, 2017, each active Safety member of the Sonoma County Employees Retirement Association (SCERA) covered by this Section 12.4 shall contribute an additional one and one third percent (1.3%) for a total of 2.8% of any compensation required to be made to their employee retirement account as a contribution towards one half of the total normal cost ("total normal cost" includes both employer and member shares). The additional contribution shall be deducted from the employees' compensation pretax and they shall become part of the accumulated retirement contributions of the employee. Employees covered by this section 12.4.4.(b) shall receive a lump sum benefit allowance each pay period as a reimbursement for the cost share arrangement, equal to the dollar value of the deduction described in this paragraph less any required taxes.

c. The lump sum benefit allowance described in Sections 12.4.4 (a) and (b) will not be included in wages for computations of overtime, pension benefits or for any County benefit related purpose. The parties acknowledge that the negotiated cost share arrangement is subject to the approval of the Sonoma County Employees Retirement Association (SCERA) Board. In the event SCERA does not accept the purpose of the lump sum benefit as described herein, or if the SCERA deems the benefit allowance as pensionable compensation, the parties agree to reopen this section of the contract to meet and confer on a replacement pension cost share arrangement.

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

Effective January 1, 2013, this Section 12.5 (including subsections) shall apply to safety employees who are contributing members of the SCERA who were hired or on after January 1, 2013 and who do not qualify for pension reciprocity as stated in Government Code Section 7522.02 (c). (Plan B Safety Members)

12.5.1 Final Compensation Based On Three Year Average

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

12.5.2 2% @ 50 – 2.7% @ 57 Pension Formula

As required by Government Code Section 7522.25, the safety Option Plan Two (2% @ 50 – 2.7% @ 57) pension formula shall apply to employees covered by this Section 12.5 who are contributing members of the SCERA.

12.5.3 Required Employee Contribution

As required by Government Code Section 7522.04(g), SCERA safety members covered by this Section 12.4 shall pay 50 percent (50%) of normal costs. In addition, effective January 1, 2013, SCERA members covered by this Section 12.5 shall pay 3.0 percent (3%) of any compensation from which retirement deductions are required to be made to their employee retirement account. The additional contributions shall be deducted from the employee's compensation pretax and shall become part of the accumulated retirement contributions of the employees. This contribution to defray the cost of the unfunded accrued actuarial liability will continue until July 2024.

12.6 General Employees Hired Before January 1, 2013 (3% at 60 Plan A General Members)

Effective January 1, 2013, this Section 12.6 (including subsections) shall apply to general employees hired before January 1, 2013 who are contributing members of the SCERA and to employees hired after that date who qualified for pension reciprocity as stated in Government Code Section 7522.02(c) and related SCERA reciprocity requirements:

12.6.1 Final Compensation Based On Single Year

For purposes of determining a retirement benefit, final compensation for employees covered by this Section 12.6 shall mean the average annual compensation earnable by the member as specified in Government Code Section 31462.1.

12.6.2 3% @ 60 Pension Formula

The "3% at 60" Plan A General will be available to general employees covered by this Section 12.6.""

12.6.3 Required Employee Contribution

SCERA members covered by this Section 12.6 will contribute the amount required by SCERA as employee contributions, and shall continue to contribute an additional 3.03 percent (3.03%) of any compensation from which retirement deductions are required to be made under the 1937 Act to their employee retirement account. This additional contribution shall be deducted from the employees' compensation pretax and shall become part of the accumulated retirement contributions of the employees. This contribution to defray the cost of the unfunded accrued actuarial liability

for any past service due to the enhanced retirement programs will continue until July 2024. Represented employees covered by this Section 12.6 also will pay a pretax statutory contribution of approximately 1% to 1.25%, contingent upon age of entry into the retirement system.

12.6.4 Employee Cost Share – 50% of Nominal Cost

a. Effective the first full pay period following July 1, 2016, and subject to Sonoma County Employees Retirement Association (SCERA) Board approval of the cost share arrangement under the terms described herein, active County General legacy members of SCERA will contribute one third of the actuarially determined difference between the average General legacy employee retirement rate (exclusive of the 3.03% payroll contribution toward the UAAL described in section 12.6.3 of the MOU) and one half the total normal cost ("total normal cost" includes both employer and member shares) calculated as an average for General legacy members of the Sonoma County Employees Retirement Association (SCERA) covered by this Section 12.6 based on rates of all active County General legacy members, with the difference computed to a factor and applied equally to all legacy members. Such legacy employees will receive a lump sum benefit allowance as reimbursement for this pension cost share arrangement each pay period equal to the dollar value of the deduction described in this paragraph, less any required taxes.
b. Effective the first full pay period following July 1, 2017, and subject to Sonoma County Employees Retirement Association (SCERA) Board approval of the cost share arrangement under the terms described herein, active County General legacy members of SCERA will contribute an additional one third (for a total of two thirds) of the actuarially determined difference between the average General legacy employee retirement rate (exclusive of the 3.03% payroll contribution toward the UAAL described in section 12.6.3 of the MOU) and one half the total normal cost ("total normal cost" includes both employer and member shares) calculated as an average for General legacy Members of the Sonoma County Employees Retirement Association (SCERA) covered by this Section 12.6 based on rates of all active County General legacy members, with the difference computed to a factor and applied equally to all legacy members. Such legacy employees will receive a lump sum benefit allowance as reimbursement for this pension cost share arrangement each pay period equal to the dollar value of the deduction described in this paragraph, less any required taxes.
c. The lump sum benefit allowance described in Sections 12.6.4 (a) and (b) will not be included in wages for computations of overtime, pension benefits or for any County benefit related purpose. The parties acknowledge that the negotiated cost share arrangement is subject to the approval of the Sonoma County Employees Retirement Association (SCERA) Board. In the event SCERA does not accept the purpose of the lump sum benefit as described herein, if SCERA deems the benefit allowance as pensionable compensation, or if the pension reimbursement is determined to be taxable beyond FICA and Medicare taxation, the

parties agree that this provision shall cease to be implemented and the parties will reopen this section of the contract to meet and confer on a replacement pension cost share arrangement, subject to mutual agreement of the parties.

12.7 New Retirement Tier For General Employees Hired On Or After January 1, 2013

Effective January 1, 2013, this Section 12.7 (including subsections) shall apply to general employees hired on or after January 1, 2013 who are contributing members of the SCERA and to employees hired after that date who qualified for pension reciprocity as stated in Government Code Section 7522.02 (c). (Plan B General Members)

12.7.1 Final Compensation Based On Three Year Average

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

12.7.2 2.0% @ 62 – 2.5% @ 67 Pension Formula

As required by Government Code Section 7522.20, the 2.0% at 62 pension formula shall be available to employees covered by this Section 12.7 who are contributing general members of the SCERA.

12.7.3 Required Employee Contribution

As required by Government Code Section 7522.04(g), SCERA general members covered by this Section 12.7 shall pay 50 percent (50%) of normal costs. In addition, effective January 1, 2013, SCERA members covered by this Section 12.7 shall pay 3.03 percent (3.03%) of any compensation from which retirement deductions are required to be made to their employee retirement account. The additional contributions shall be deducted from the employee's compensation pretax and shall become part of the accumulated retirement contributions of the employees. This contribution to defray the cost of the unfunded accrued actuarial liability will continue until July 2024.

ARTICLE 13 – DIRECT DEPOSIT

As soon as administratively feasible, all employees will have their pay check deposited directly to the employee's accounts in the participating financial institute. The effective date of deposit will be one day after the regularly scheduled date of payroll issue. Employees may request a printed paycheck due to 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 to employees enrolled in direct deposit. Pay stub information will be available bi-weekly in the self-service feature of the HRMS system where print and/or save functions are available.

ARTICLE 14 – HOURS AND OVERTIME

14.1 Application

This Article is intended only as a basis for outlining standards for hours of work, work schedules and a basis for calculating overtime payments. Hours specified under Section 14.2, Types of Employment, indicate a commitment by the County to the normal maximum hours each employee is to be regularly scheduled, as long as there is sufficient work.

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.

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.

14.3 Work Schedules

The County reserves the right to establish and modify work schedules consistent with this Memorandum.

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.

14.5 Posting Of Work Schedules

For the convenience of employees, work schedules will be posted in advance.

14.6 Work Schedule Change

The County reserves the right to establish and modify individual work schedules. Except in cases where emergency operations require less notice, a notice of change in an individual's 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. Failure to give the seven (7) day notice to a full-

time employee shall entitle the affected employee to overtime compensation for all hours actually worked on the new schedule until seven (7) calendar days notice is given. 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, except as otherwise required by law. Part-time employees shall not be paid overtime for changes in schedule unless it results in an employee working over a normal work shift (8 or 10 or more hours) in a regular work day or over eighty (80) hours in a pay period. The term "emergency operations" shall be construed to mean the performance of County functions or services necessary, in the opinion of the County, to protect or preserve the lives, safety, health, or property of the County or the public it serves, but "emergency operations" shall not be construed to mean situations where the County knew in advance of non-emergency situations and could have reasonably planned for any work schedule change necessary to adequately cope with the situation.

14.7 Statutory Overtime For The Non-Exempt Employee

Overtime for the non-exempt employee is divided into statutory overtime and non-statutory overtime. Statutory overtime is overtime that is required by law. Currently, for the *non-sworn, non-exempt employee* it is defined as all hours worked in excess of forty (40) hours in a regular 7-day work period. Statutory overtime for the *sworn, non-exempt employee* is defined as all hours worked in excess of eighty-six (86) hours in a 14-day work period (which currently coincides with the pay period).

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* 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. 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.

14.9 Assignment Of Overtime

A department head may require and authorize an employee to work overtime if such overtime is essential to the continuing efficient operation of the department in which the employee works. No employee shall work overtime unless authorized by the employee's designated supervisor.

14.10 Overtime Earned

Overtime shall be earned at the rate of one and one half (1-1/2) hours for each one (1) hour of overtime worked.

14.11 Overtime Compensation

a Exempt employees shall be compensated for accrued overtime either in cash at the employee's base hourly rate or as compensatory time off. Non-exempt employees shall first be compensated for statutory overtime in cash at the employee's regular rate of pay. Additional overtime earned by the non-exempt employee shall be compensated either in cash at the employee's base hourly rate or as compensatory time off. The employee assigned to overtime shall make a choice whether to be compensated in cash or in compensatory time until a maximum of forty (40) hours of compensatory time have been accrued. The department head in each County department has the right to specify how an employee will be compensated for overtime after (40) hours of compensatory time have been accumulated and until a maximum of one hundred and twenty (120) hours of compensatory time have been accumulated. When one hundred twenty (120) hours of compensatory time are accumulated, the department will compensate the employee in cash for any additional overtime worked.

b Notwithstanding the language in Section 14.11.a above, the department head may require overtime worked to relieve compensatory time off to be paid in cash.

14.12 Approval For Compensatory Time Off

No employee shall take compensatory time off without prior approval of the employee's department head. The department head shall attempt to schedule such time off at the time agreeable to the employee.

14.13 Requests For Compensatory Time Payments

Each employee may request payment for any or all of the employee's current balance of compensatory time off with the employee's normal pay for any pay period.

14.14 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.

14.15 Half-Time Pay Provision

If overtime compensation causes an employee's total regular hours in a pay period to be less than the employee's ongoing schedule then the overtime hours shall be compensated at straight time and the employee shall receive half-time compensation at the base hourly rate in cash or in compensatory time off, in accordance with Section 14.11.

14.16 Overtime Not Cumulative

Overtime eligibility provisions are not cumulative. An employee shall not be entitled to multiple overtime compensation even though more than one overtime condition in this Memorandum may apply.

14.17 Non-Applicability Of FLSA

In the event FLSA is rendered inapplicable to the County, either by legislative or judicial action, then the County shall, from the effective date of such action, consider all overtime as non-statutory and assign all employees to a fourteen-day (14) regular work period.

14.18 Shift Bidding — Detention

a The County will maintain the existing shift bidding policy during the term of this agreement. Association grievances concerning the interpretation, application or alleged violation of Section 14.18.a. are subject to the grievance procedure under Article 30 of this MOU.

b Any individual grievance concerning the interpretation, application or alleged violation of the shift bidding policy shall be subject only to the Departmental Grievance Procedure as set forth in this MOU; and any such individual grievance is hereby expressly excluded from the Grievance Procedure as set forth in Article 30 of this MOU.

ARTICLE 15 – STANDBY AND CALLBACK

15.1 Standby

Standby duty requires that an employee designated by the Department Head to be so assigned during off-duty hours, be ready to respond as soon as possible, be reachable by telephone or pager, be able to report to court within a specified period of time, and refrain from activities which might impair the employee's ability to perform assigned duties.

An employee will not be assigned to standby duty if the employee has already worked six (6) consecutive work days, unless an emergency situation is declared by the Department Head. An employee will not be assigned to more than one (1) block of standby duty in a 24-hour period, consisting of consecutive hours. The provisions of this paragraph do not apply to the Fire Inspector class series or Helicopter Pilot.

Each such employee who is assigned to standby shall be paid $3.25 for each hour that the employee stands by on call.

The Fire Inspector series stand-by pay shall be $6.82 per hour. The Helicopter Pilot standby pay shall be $6.82 per hour.

No employee shall be paid standby and other compensable duty simultaneously.

15.2 Standby For District Attorney Investigators

District Attorney Investigator will be paid fourteen percent (14%) of base salary for all hours employees are actually assigned to be on standby within a pay period in accordance with departmental procedures.

15.3 Call-Back

Except as indicated in this section, employees who are called back to work after having completed the normal shift and after having left the work site, shall be entitled to receive a minimum of two (2) hours pay at the applicable rate for all callbacks received within that two hours call-back period. Such employees, who are called back to work, shall be compensated for regular time or overtime, as the case may be. Employees working in the job classifications of Fire Inspector I/II and Sr. Fire Inspector, who are called back to work after having completed the normal shift and after having left the work site, shall be entitled to receive a minimum of four (4) hours pay at the applicable rate for all callbacks received within that four hours call-back period.

Such employees who are called back to work shall be compensated for regular time or overtime, as the case may be.

Employees who are called back to work while on a duty free meal period will be paid for time worked, according to Section 17.2.

Time worked, for which the employee is entitled to compensation, shall include reasonable travel time to and from the employee's residence via the shortest commonly traveled route. No employee shall continue to receive standby pay once called back to work or while receiving call back pay for hours worked, or while guaranteed minimum is paid. For purposes of computing statutory overtime, only time actually worked and travel time shall be considered.

15.4 Court Call-Back

Employees who are required to appear in court in response to a valid subpoena in their off-duty time shall receive a minimum of four (4) hours of overtime. Any payment for overtime shall be in accordance with the provisions of Article 14. Time worked, for which the employee is entitled to compensation, shall include reasonable travel time to and from the employee's residence via the shortest commonly traveled route.

15.5 Phone Work Compensation

With the department head's approval, an employee may be called upon to resolve work related problems by telephone without having to return to the work site. Such work shall be treated as time worked. Compensation for such work shall be a minimum of one (1) hour of pay for any and all telephone calls received or made within that one (1) hour period. In the event a later telephone call is received after the prior one (1) hour of telephone work time, and the call required the employee to again resolve work related problems by telephone, the employee shall be paid for an additional one (1) hour of pay for all telephone calls received within that next hour.

ARTICLE 16 – SHIFT DIFFERENTIAL PREMIUM

16.1 Eligible Employees In CO/PO Units

a Evening or Night Shift employees shall be eligible for a shift differential when assigned to an evening or night shift that begins at or after 2:00 p.m. and prior to 5:00 a.m.

b Shift Premium Compensation

Shift premium compensation shall be an additional five percent (5%) per hour above the employee's base hourly rate for each hour actually worked on an evening shift or a day shift as defined in a. above, and in Section 16.3 below.

16.2 Dispatcher Shift Premium Pay

Employees in the classes of Communications Dispatcher I/II, Senior Communications Dispatcher, and Supervising Communications Dispatcher are entitled to receive shift differential if the employee is assigned and actually works an evening or night shift. For purposes of this Article only, an evening shift is defined as beginning at or after 2:00 p.m. and prior to 7:00 p.m., while a night shift is defined as beginning at or after 7:00 p.m. and prior to 5:00 a.m.

a An employee in a class identified above shall receive five percent (5%) per hour above the base hourly rate for each one (1) hour actually worked on an *evening shift*.

b An employee in a class identified above shall receive ten percent (10%) per hour above the base hourly rate for each one (1) hour actually worked on a *night shift*.

16.3 Special Day Shift Consideration

Employees who work a day shift wherein fifty percent (50%) or more of the employee's work shift, exclusive of overtime, is actually worked after 2:00 p.m. shall be eligible to receive shift premium for the hours actually worked after 2:00 p.m. This provision applies to all employees covered by Section 16.1 and 16.2.

16.4 Park Ranger Shift Premium Pay

16.4.1 Park Ranger I/II Shift Premium Pay

Employees in the classes of Park Ranger I/II entitled to receive shift differential premium, shall be paid as follows:

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 pay.

An employee who is assigned to work and actually works fifty percent (50%) or more of his or her assignment on an evening shift, (2:00 p.m. to 10:00 p.m.), or a night shift, (10:00 p.m. to 8:00 a.m.), is entitled to receive a shift differential premium for hours worked as defined below:

a Shift differential premium pay shall be paid only for hours worked on the defined shift.

b An employee who is assigned to and works fifty percent (50%) or more of his or her shift hours between 2:00 p.m. and 10:00 p.m. shall receive the evening shift differential premium specified in Section 16.4.2. The evening shift premium shall be paid for all hours worked after 2:00 p.m. and up to the ending of the assigned shift, if the night shift premium eligibility does not apply.

c An employee who is assigned to and works fifty percent (50%) or more of this or her shift hours between 10:00 p.m. and 8:00 a.m. shall receive the night shift premiums specified in Section 16.4.2. The night shift premium shall be paid for all hours worked after 10:00 p.m. up to the ending of the assigned night shift, if the evening shift premium eligibility does not apply.

16.4.2 Shift Differential – Evening And Night

a Evening shift premium: five percent (5%) of the base hourly rate per hour, for each eligible hour as specified above 16.4.1b.

b Night shift premium: ten percent (10%) of the base hourly rate per hour, for each eligible hour as specified above 16.4.1c.

16.4.3 Shift Differential – Split Shift

An employee assigned to and who actually works a split workday shall receive shift differential based on the time at the beginning of each half shift. Split shifts occur with a scheduled break of more than one hour. Each portion of the shift is treated separately as described in Section 16.4.1b and 16.4.1c above.

ARTICLE 17 – MEALS AND REST PERIODS

17.1 Rest Periods

Each department head may grant rest periods to employees of his/her department. Such rest periods shall not exceed fifteen (15) minutes in any four (4) consecutive hours of work and shall be considered as time worked.

17.2 Lunch Periods

Department heads shall grant a lunch period during each daily work shift. The duration of the lunch period may be not less than thirty (30) minutes nor greater than one (1) hour. Different lunch periods may be assigned to different work units in the same County department or division. Lunch periods may be considered as time worked at the discretion of the department head.

16.1 Meals

Employees may, at the direction of the department head, receive meals at County expense while on duty in any of the detention facilities. A department head may arrange for meals to be provided at County expense to employees who are required to be kept on duty for prolonged periods of time or for emergency situations. The cost of meals shall not be added to the employee's base hourly rate for the purposes of computing the employee's regular rate of pay.

ARTICLE 18 – HEALTH & WELFARE BENEFITS FOR ACTIVE EMPLOYEES

18.1 Active Employee Health Plans

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

An eligible employee is:

A County of Sonoma probationary or regular full-time or probationary or regular part-time employee (refer to Section 18.2.6 regarding plans offered and pro-ration of benefits for part-time employees).

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

Either the employee's spouse or domestic partner; or

- A child based on your plan's age limits or a disabled dependent child regardless of age.

18.2 Participation In County Offered Health (Medical, Dental, Vision, Life Insurance) Plans

Election to participate in a County offered health plan will take place within the first 31 days following date of appointment to permanently allocated position of .49 FTE or greater or it shall be made during an annual open-enrollment period. Enrollment in vision and basic life insurance is automatic. Mid-year enrollment can only be permitted as allowed by IRS 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 initial eligibility.

Health plan coverage will be paid on bi-monthly basis (24 payments per year).

18.2.1 County Offered Medical Plans

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

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

18.2.2 County Contribution Toward Active Employee Medical Benefits

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

Employee Only	$ 629 per month, $314.50 semi-monthly
Employee plus one	$1,257 per month, $628.50 semi-monthly
Family	$1,779 per month, $889.50 semi-monthly

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

The County shall contribute to part-time eligible employees on a pro-rated basis, in accordance with Section 18.2.6.

18.2.3 Dental Benefits

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

The employee contribution shall be $13.04 bi-monthly ($26.08 per month).The County shall contribute to part-time eligible employees on a pro-rated basis, in accordance with Section 18.2.6.

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

18.2.4 Vision Benefits

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

Part-time employees will 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 18.2.8. Benefit provisions, co-payments and deductibles are outlined in the Summary Plan Description or Evidence of Coverage.

18.2.5 Life Insurance

The County provides a basic term-life insurance plan for an allocated full-time equivalent position of sixty (60) hours or more (.75 FTE or more) with no employee contribution. Effective May 24, 2016, the life insurance coverage amount will be an amount equal to one (1) times the employee's base salary. Enrollment in basic life insurance is automatic, based on eligibility. Part-time employees who are regularly scheduled to work less than sixty (60) hours per pay period may purchase 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 Summary Plan Description or Evidence of Coverage.

Eligible employees may purchase additional life insurance coverage for themselves at their own expense upon initial eligibility or during the annual open enrollment periods specified in Section 18.2. Effective the first pay period following a special enrollment (June 21, 2016), the employee

may purchase supplemental coverage in increments of $10,000, not to exceed the maximum of $500,000 which includes the County paid basic term life insurance plan and supplemental coverage purchased by the employee, in accordance with the insurance carrier's policy. Members will be responsible for paying any increased cost for the benefits.

Participating employees and the County will be required to follow the insurance company's contracted requirements with respect to maximum amounts and the necessity for evidence of insurability in order to be eligible to receive the benefit as may be amended from time to time and may be based on actual participation by County employees in the program. An employee enrolled in supplemental coverage who moves from one age bracket to the next higher bracket will have to pay the rate of the higher age bracket beginning the January of the year in which the employee moves to the higher age bracket.

Effective June 21, 2016 members enrolled in supplemental coverage who make no changes to their supplemental coverage during open enrollment will automatically have their supplemental coverage amount adjusted to the nearest, lower, multiple of $10,000 below current coverage. Members will be responsible for paying any increased cost for the benefits.

18.2.6 Part-Time Employee – Health Benefits

Part-time employees in allocated positions of thirty-two (32) hours or more biweekly (.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.

18.3 Employee Assistance Program

The County provides an enhanced Employee Assistance Program (EAP) for law enforcement employees.

18.4 Long-Term Disability (LTD)

18.4.1 Full-Time Employee Coverage

The Association has elected to purchase Long-Term Disability benefits offered through PORAC as a part of Association membership. This coverage is available only to full-time employees. Coverage for full-time employees is mandatory, based upon provider's policy, and premiums will be paid by the employees through a payroll deduction on the first payroll of each month. An amount equivalent to the premium will be paid to the employee, up to $24.50 per month.

Should the bargaining unit elect for higher coverage than is currently offered, the higher coverage level will be mandatory for all full time

bargaining unit members, and the employees will be responsible for any increase in premiums above $24.50 per month.

The insurance provider will be required to supply the County information on benefits paid to employees. Sick leave accruals may be used to supplement Long-Term Disability benefits according to the plan document.

The Association will provide to the Human Resources Department a monthly list of applicants and recipients, including a list of approvals and denials, and a copy of any changes to the LTD policy as the changes occur. In addition, any separately purchased plan by the Association, shall comply with the County's Transitional Duty Policy, including a requirement that benefits shall cease should an employee refuse a transitional duty assignment.

18.4.2 Claims Disputes Over LTD – Full-Time Employees

PORAC Plan: Employees shall utilize the appeal procedures in the PORAC plan for any dispute regarding claims under the plan described in Section 18.4.1.

18.4.3 Part-Time Employee Coverage

Because the Long-Term Disability benefit plan described in Section 18.4.1 is not available to part-time employees, the County shall provide and pay the premium for a Long-Term Disability (LTD) benefit as described in the applicable County plan document for part-time employees (0.4 FTE minimum) who meet the Plan eligibility requirements. The Plan document can be found at:

http://hr.sonoma-county.org/content.aspx?sid=1024&id=1509.

Benefit eligibility begins after 60 calendar days of disability. The benefit waiting period is the longer of 60 days, or the period the employee elects to receive paid leave. Employees eligible to received LTD benefits pursuant to this Section 18.4.3 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 leaves. LTD benefits cannot be supplemented with any paid leave. LTD benefits will be offset by any applicable income, such as, short-term disability benefits, social security and social security disability benefits, etc.

18.4.4 Long-Term Disability Claims Dispute – Part-Time Employees

The Provider claims dispute process for LTD benefits provided pursuant to Section 18.4.3 is described in the Summary Plan Description or Evidence of Coverage Document. The County Human Resources Risk Management

Division will assist employees with claims dispute processing. Related to the County's outside LTD provider.

18.5 Workers' Compensation Claims Disputes

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

18.5.1 Workers' Compensation Temporary Disability – Supplementing With Paid Leave

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

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

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

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

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

18.6.1 Medical/Pregnancy Disability Leave

When an employee exhausts all but forty (40) hours of sick leave and goes on medical or pregnancy disability leave without pay, the County will make its normal contribution to the employee's medical, dental, vision care, life insurance and LTD benefits for a period not to exceed thirteen (13) pay

periods per disability. Beginning with the fourteenth (14th) pay period, the employee will be entitled to continue coverage through COBRA Continuation of Coverage and is responsible for making a timely election and paying COBRA premiums by the due date. Prior to the exhaustion of the thirteenth (13th) pay period, the County will provide reasonable advance notice of the employee's obligations regarding the opportunity to continue employee-paid benefits.

An employee who returns to work from medical or pregnancy disability leave without pay prior to the exhaustion of the thirteen (13) pay periods of entitlement under this Section (18.6.1) shall not have the thirteen (13) pay period entitlement reduced for any pay period in which the employee is in paid status for at least fifty percent (50%) of the employee's allocated full time equivalent as specified in this Section 18.6.1 (Medical/Pregnancy Disability Leave). If the employee returns to medical or pregnancy disability leave without pay for the same condition, the thirteen (13) pay period time frame will continue where it left off and will be reduced only for those pay periods when the employee's paid status hours fall below fifty percent (50%) of the allocated full-time equivalent.

The County's thirteen (13) pay period Leave without pay benefit entitlement shall run concurrent with Family Medical Leave Act (FMLA), California Family Rights Act (CFRA), and California Pregnancy Disability Leave (CPDL).

The employee's entitlement under COBRA law begins when the employee is no longer eligible for a county contribution toward medical benefits. When the employee returns to at least fifty percent (50%) 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..

18.6.2 Continuation Of Health Benefits Coverage

An employee, who is entitled to continued benefit coverage as specified in Section 18.6 (Health Benefits During Leaves of Absence – Non-Medical Leaves Without Pay and 18.6.1 Medical/Pregnancy Disability Leave) must notify the Auditor-Controller-Treasurer-Tax Collector (ACTTC) no later than five (5) County business days after the first (1st) day of the leave of absence, of the employee's intent to continue insurance coverage. The employee must apply for a leave by completing a Leave of Absence Form.

If the Department authorizes the leave, the Department shall forward the completed Leave of Absence Form to the ACTTC's Office. To assure continued insurance coverage, premiums shall be paid by the employee to the ACTTC's office no later than the last day of the pay period or the date specified in the notice. If the employee fails to pay the premium by the last day of the pay period, he/she will receive one (1) reminder notice. In order to prevent a lapse in coverage due to non-payment, the employee shall pay

a $25.00 late charge in addition to the premium amount due by the date specified in the reminder notice.

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

18.6.2.1 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 prorated basis, as defined in Section 18.2.8. For pay periods with no paid status hours, pro-ration shall be based on the employee's FTE. Part-time employees shall be entitled to participate in Long-Term Disability as specified in Section 18.4 (Long-Term Disability).

18.7 COBRA

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

18.8 Salary Enhancement Plans

IRS Section 414(h)

All employees who belong to the retirement system shall have their wages adjusted according to Section 414(h)(2) of the Internal Revenue Code which has the effect of deferring Federal and State income taxes on the employee's retirement contributions.

IRS Section 125

Premium Conversion

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

Health Flexible Spending Account

The County provides a Health Flexible Spending Account (FSA) to enable eligible employees to set aside pre-tax dollars for reimbursement of employee's qualified medical expenses not reimbursed by the employee's health insurance plan and will be provided to the maximum amount stipulated in the Plan and consistent with the law.

Dependent Care Assistance Program

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

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

18.9 Plan Documents And Other Controlling Documents

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

http://hr.sonoma-county.org/documents/open_enrollment_2010-2011/2010-2011_employee_health_welfare_benefits.pdf

18.10 Health And Welfare Benefits Health Care Reform Compliance Reopener

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

18.11 Effective June 21, 2016, the County ceased contributions tothe Health Reimbursement Arrangement (HRA) contributions under this Section 18.11. Members will be able to access accumulated funds by submitting eligible expenses for reimbursement, but may not use HRA funds to offset premium costs for County medical coverage.

Remaining Balances in the active HRA article will continue to be available to Plan participants for reimbursement of eligible medical care expenses as incurred by an eligible employee/ retiree or dependent(s) as defined under Internal Revenue Code Sections 105 and 106.

HRA contributions made pursuant to this article are separate and apart from HRA contributions and benefit eligibility criteria for Retiree Medical for employees hired on or after January 1, 2009 pursuant to Article 19, Section 19.5.

The County of Sonoma has established an Active Health Reimbursement Arrangement (HRA) Plan Document which outlines the eligibility provisions of this plan pursuant to current IRS regulations and the County makes no representations or warranties in regard to the tax treatment of the HRA, including whether any

portion of the HRA is taxable by the Internal Revenue Service or the Franchise Tax Board.

ARTICLE 19 – MEDICAL BENEFITS FOR FUTURE RETIREES

19.1 Retiree Medical Coverage

Eligible retirees and eligible dependent(s) (as defined below) may be, but are not require to enroll in a County offered medical plan as described in Section 19.2. Retirees who enroll in a County offered medical plan are allowed only to enroll either as a subscriber in a County offered medical plan or, as the dependent spouse/domestic partner of another eligible County employee/retiree, but not both. If a retiree is also eligible to cover their dependent child/children, each child will be allowed to enroll as a dependent on only one (1) employee or retirees' plan (i.e., a retiree and his or her dependents cannot be covered by more than one (1) County-offered plan). All retirees and eligible dependents who enroll in a County offered medical plan are responsible for all costs including medical plan and Medicare Part B premiums.

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

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

19.2 County Contribution Toward Retiree Medical Plans — Employees Hired Before January 1, 2009

a. Eligibility:

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

1. Completed at least ten (10) years of consecutive regular full-time paid County of Sonoma service employment. The equivalent worked or purchased regular part-time County service time can be counted toward the ten (10) years. However, any miscellaneous purchased service time such as extra help, contract, and leave of absence service time does not count toward this eligibility requirement, and
2. Have been a contributing member of the Sonoma County Employees' Retirement Association (SCERA) for the same time period, and
3. Retire directly from Sonoma County service, and
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 19.2 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.

b. County Contribution:

Effective upon adoption of the MOU extension by the Board of Supervisors, for future retirees who meet the eligibility criteria in Art. 19.2(a) above, the County will contribute a flat $500 per month into the Retiree Health Reimbursement Account, commencing upon the first month of the employee's retirement date.

19.3 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 (FTE) or greater, hired on or after January 1, 2009 are eligible to receive a County HRA contribution, if they have completed two (2) full years of consecutive Sonoma County regular service (excluding overtime) in paid status.

3. If an employee separates employment before meeting the eligibility requirement, the employee shall receive no benefit.

4. Laid Off & Restored Employees. Employees who were employed by the County on or after January 1, 2009, but who were laid off thereafter shall be eligible for the benefits described in this Article 19.3 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 (FTE) 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 $.58 per paid status hour (no more than eighty (80) hours biweekly), not including overtime, for each eligible employee. For a full-time employee, this equates to approximately $100 per month or $1,200 per year, after the initial eligibility period is met.

3. Access To Account Balance:

A) Participants may access the balance in their Retiree HRA account upon termination of employment and attainment of age fifty (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 eligible dependents, however, federal regulations at this time 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 subject to the limitations and maximums as stipulated by law.

B) Domestic partners are not permitted access to the account balances of the participant at this time by virtue of restrictions in the federal regulations that govern these types of accounts.

5. Forfeiture of account balance:

   A) If an active employee dies prior to retirement, the amount of account balance is available to participating spouses and dependents to reimburse them for medical expenses permitted under the relevant section of the Internal Revenue code.

   B) Account balances in part or in total for active participants or retirees without any eligible spouse or dependent or unused account balances after the death of the last eligible spouse or dependent will be forfeited and returned to all other active and retired participants in the form of a dividend allocated in direct proportion to the amount to be distributed divided by the total account balance for all participants applied to each individual account balance. These distributions will occur within one hundred and twenty (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.

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

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

One eligible surviving dependent if the surviving dependent has been an eligible dependent of a retiree who was eligible to receive a Retiree HRA contribution under Section 19.2(b) prior to the death of the retiree.

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

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19.5. County HRA Contribution – Full Obligation

For bargaining unit members hired before January 1, 2009, the County contributions to the Retiree HRA account described in Article 19.2 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.

For bargaining unit members hired on or after January 1, 2009, the County contributions to the employee's County HRA account described in Article 19.3 constitutes the County's entire obligation toward medical benefits upon termination and/or retirement and the parties agree that no other retiree medical benefits exist.

ARTICLE 20: HOLIDAYS

20.1 Holidays — Paid

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

(1) New Year's Day, January 1*

(2) Martin Luther King's Birthday, the third Monday in January

(3) Lincoln's Birthday, February 12 *

(4) The 3rd Monday in February

(5) Caesar Chavez Day, March 31*

(6) The last Monday in May

(7) Independence Day, July 4th*

(8) Labor Day, the first Monday in September

(9) Veteran's Day, November 11th*

(10) Thanksgiving Day, as designated by the President

(11) The day following Thanksgiving Day

(12) Christmas Day, December 25*

(13) Each day formally recognized by the Board of Supervisors of the County of Sonoma as a day of mourning, thanksgiving or special observance.

*Date Specific Holidays

20.2 Holidays — Day Observed

If a date-specific holiday listed in Section 20.1 falls on a Saturday, the preceding Friday shall be the County observed holiday. If a date specific holiday listed in Section 20.1 falls on a Sunday, the following Monday shall be the County observed holiday. All other date-specific holidays listed in Section 20.1 shall be observed on the date specified in Section 20.1.

20.2.1 Holidays – Floating

Each regular, full-time employee will be granted eight floating holiday hours effective the first pay period of each year. The employee must be in paid status on the employee's regularly scheduled workdays before and after using the

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

20.3 Holidays – Compensation For

A full-time employee whose assigned work schedule does not include either the date specific holiday or the observed holiday, shall elect to receive eight (8) hours of compensatory time or eight (8) hours holiday paid at their base hourly rate. The election to receive eight (8) hours holiday paid will not increase paid status hours for the purposes of overtime in Article 14 Hours and Overtime.

All other full-time employees whose regular assigned work schedule includes the date specific holiday or the observed holiday shall receive their regular eight (8) hours pay at their base hourly rate of pay.

20.4 Holidays — Compensation For –Day Worked

An employee who actually works on either the scheduled holiday or the observed holiday shall be entitled to overtime compensation for the hours actually worked. An employee who works on both the scheduled holiday and the observed holiday shall elect which day shall be at overtime. However, only one (1) day shall be at overtime.

20.5 Holidays – Part-Time Employees

Any part-time employee shall, for each holiday in the pay period, receive holiday pay equivalent to one-tenth (1/10) 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 (1/10) of an hour for each hour in paid status (excluding the holiday benefit).

20.6 Holiday Pay Maximum

Holiday pay shall not exceed eight (8) hours for each holiday.

20.7 Holidays – Compensation – Employees On Leave Without Pay

An employee on leave without pay who has paid leave remaining (including vacation, sick leave or compensatory time), shall not be permitted to use that paid leave to demonstrate that the employee was in paid status on the employee's regular scheduled workdays before and after the holiday as required by Section 20.1.

ARTICLE 21: VACATION

21.1 Maximum Accumulation

Each employee shall accrue and may use vacation leave with full pay providing that the maximum accumulation shall be no more than as specified in Section 21.3.

21.2 Part-Time Employees

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

21.3 Accrual

Non-Supervisory

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.

YEARS OF COMPLETED FULL-TIME SERVICE	IN-SERVICE HOURS OF COMPLETED SERVICE	RATE FOR 80 IN-SERVICE HRS. PER PAY PERIOD	MAXIMUM ACCUMULATE DHOURS
0 through 2	0 to 4173	3.53	310
2 through 5	4174 to 10434	4.14	310
5 through 10	10435 to 20870	5.06	310
10 through 15	20871 to 31305	6.29	310
15 through 20	31306 to 41741	7.21	310
20 through 25	41742 to 52177	7.82	310
25 or greater	52178 or more	8.13	310

Supervisory Units

Each employee in supervisory bargaining units 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 OFCOMPLETED SERVICE	RATE FOR 80IN-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

21.4 Reappointment

Each employee with 10,435 in-service hours (five (5) or more years) who resigned in good standing and is reappointed within two (2) years shall be credited with 4,174 in-service hours for purposes of new vacation accrual.

Each employee who is laid off and who is reappointed within two (2) years, shall be credited for vacation accrual purposes with the same number of in-service hours as the employee had accrued at the time of layoff.

21.5 Vacation Schedules

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

21.6 Payment For Unused Vacation

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

ARTICLE 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. 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.

22.2 Sick Leave Use

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

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

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

a. Employee Illness: During the employee's own incapacity due to illness or injury.

b. Employee Treatment or Examination: During the time needed by the employee to undergo medical or dental treatment or examination.

c. For Care of a Family Member: For diagnosis, care or treatment of an existing health condition of, or preventative care for the employee family member. For leave under this section 22.2.1, "family member" is defined as a:

1. Child (defined as biological, adopted, or foster child, stepchild, legal ward, or a child to who the employee stands in place of a parent, regardless of age or dependency status);

2. Parent (defined as a biological, foster, or adoptive parent, step parent, 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 patent to the employee as a child.)

3. Employee's spouse or registered domestic partner, as defined in Appendix E of the MOU;

4. Grandparent, grandchild, or sibling of the employee or the employee's spouse or registered domestic partner, as defined in Appendix E of the MOU.

Sick leave use for family members listed in this section 22.2.1(c) shall not exceed forty-eight (48) hours per occurrence unless extended by joint action of the employee's Department Head and the Director of Human Resources

by reason of exceptional hardships. "Occurrence" means per illness or related incidents. The 48 hours do not have be consecutive.

California "Kin Care" (Labor Code 233) provides that an employee may use an amount of paid sick leave each calendar year that is equal to the amount of time that would normally accrue in a six month period, and may be used in the same manner as other sick leave as described in this section 22.2.1. Kin Care provisions run concurrent with other protected leaves and do not extend the maximum period of leave to which the employee is entitled to under FMLA or CFRA.

a. 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 22.3.1 Documentation Requirements.

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

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

a. Employee Illness: During the employee's own incapacity due to illness or injury.

b. Employee Treatment or Examination: During the time needed by the employee to undergo medical or dental treatment or examination.

c. Disabled by Pregnancy: When a woman employee is disabled by pregnancy, which means that in the opinion of her health care provider, she is unable because of pregnancy to work at all or is unable to perform any one or more of the essential functions of her job or to perform these functions without undue risk to herself, the successful completion of her pregnancy, or to other persons.

d. Care of Family Member: When a child, stepchild, spouse or spouse's parent, or domestic partner, being a member of the employee's household or a person for whom the employee is entitled to a Federal Income Tax dependent exemption, or the employee's parent, is incapacitated by illness or injury and it is necessary for

the employee to care for such child, stepchild, spouse**,** parent of the employee or spouse, or domestic partner 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, step parent, a legal guardian or other person who stood in place of a parent to the employee when the employee was a child. A biological or legal relationship is not necessary for a person to have stood in place of a parent to the employee as a child.)

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 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 22.8 – Family Care and Medical Leave.

22.3 Sick Leave – Required Documentation

Annual Period:

The "annual period" is a calendar year. For new employees who begin mid-year, the annual period begins on the employee's first day of work, restarts on January 1, and runs on a calendar year basis thereafter.

22.3.1 First Forty-Eight Hours:

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

22.3.3 Subsequent Hours:

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

forty-eight (48) consecutive work hours duration, and as required by law under CFRA eligible events.

22.3.4

Reasonable certification may be required, within a reasonable time after the absence, when an unscheduled absence occurs to obtain relief if the employee is a victim of domestic violence, sexual assault, or stalking, in accordance with Section 12.2.1(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.

22.3.5 FMLA/CFRA/PDL:

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

22.4 Sick Leave – Conversion At Regular Retirement

Each employee who separates from County service on regular, non-disability retirement shall convert one hundred percent (100%) of all 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, excepting that Extra Help sick leave hours are not eligible for conversion to retirement service credit.

22.5 Sick Leave – Distribution At Death Or Layoff

The County shall pay each employee who separates from County service by death (non-duty related) or layoff, the monetary equivalent of twenty-five percent (25%) of all unused sick leave remaining to such employee's credit as of the time of separation, computed on the basis of the employee's base hourly pay. Extra Help sick leave hours are not eligible this provision.

22.6 Sick Leave – Distribution At Disability Retirement Or Duty Related Death

The County shall pay each employee separated from County service by a disability retirement or duty –related death shall be entitled to payment at such employee's base hourly rate for all unused sick leave remaining to such employee's credit as of the time of separation or duty-related death. 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 hours are not eligible this provision.

22.7 Sick Leave – Payoff At Regular Retirement

For each employee who separates from County service on regular non-disability retirement, who reaches 100% of retirement benefit allowed by law, and who is prevented by law from converting some or all of the employee's remaining unused sick

leave to service credit under Section 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.

22.8 Family Care & Medical Leave

22.8.1 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 leaves under FMLA and CFRA will run concurrently to the extent permitted by law.

22.8.2 FMLA/CFRA Eligibility

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

22.8.3 Family Care And Medical Leave Entitlement

Subject to the provisions of the 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:

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

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

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

22.8.3.4 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.)

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

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

22.8.4 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. This 12 month period used under FMLA/CFRA to determine sick leave eligibility is separate from the "annual period" defined in 22.3.1)

22.8.4.1 An eligible employee's entitlement under Section 22.8.4 is limited to a total of twenty-six (26) workweeks of leave during a single 12-month period to care for a covered servicemember with a serious injury or illness. The "single 12-month period" in which the 26-weeks-of-leave-entitlement described in this begins on the first day an employee takes leave to care for the covered servicemember.

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

22.8.5 Paid status And Benefits

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

22.8.5.2 Nothing in this Section shall preclude the use of medical or pregnancy disability leave in Section 18.6.1 (Medical/Pregnancy Disability Leave) when the employee is medically incapacitated or disabled. If an employee does not qualify for continued benefits under this Section 22.8 or Section 18.6.1 (Medical/Pregnancy Disability Leave) and the employee wishes to continue benefit coverage, then Section 18.6.2 (Continuation of Health Benefits Coverage) applies.

22.8.6 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 as family care and medical leave will be counted as running concurrently with any other paid or unpaid leave to which the employee may be entitled for the same qualifying reason. Section 22.8.14 identifies accrued paid leave which an employee may be required to use concurrently with unpaid family care and medical leave.

22.8.7 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.

22.8.8 Notice To The County

22.8.8.1 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.

22.8.8.2 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.

22.8.8.3 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.

22.8.9 Medical Certification

22.8.9.1 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.

22.8.9.2 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.

22.8.9.3 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.

22.8.9.4 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.

22.8.10 County's Response To Leave Request

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

22.8.11 Dual Parent Employment

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

22.8.12 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.

22.8.13 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.

22.8.14 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:

MOU Section	Sick	Vacation	CTO	Comment
During the employee's own incapacity due to illness or injury.	Yes. You may keep 40 hrs.	No	No	
During the time needed by the employee, or for an employee's family member to undergo medical or dental treatment or examination.	Yes. You may keep 40 hrs.	No	No	
When a woman employee is disabled by pregnancy.	Yes. You may keep 40 hrs.	No	No	
When a family member is incapacitated by illness/injury and the employee must care for him/her, or for care, exam or treatment of a family member*.	Yes. You may keep 40 hrs.	Yes	Yes	You may keep 40 hours in any combination of Vacation & CTO
Non-sick FMLA/CFRA** qualifying event (e.g., child bonding leave)	No	No	No	
Approved undisclosed reason or extended vacation	No	No	No	

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

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

This Section 22.8.14 shall be interpreted as the legal minimum family care and medical leave available to eligible employees. The County may grant additional leave without pay under this Section (22.8.14) provided it is consistent with the applicable provisions of the Sonoma County Civil Service Rules, County leave policies, and other provisions of this memorandum.

22.9 Paid Parental Leave

22.9.1 Eligibility

Effective 10/1/18, any permanent or probationary employee who has been continuously employed by the County for at least 12 months prior to the start of the leave shall be eligible for Paid Parental Leave (PPL) to use within 12 months of the following events:

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

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

22.9.2 Benefit and Use

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

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

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

PPL is pensionable and counts towards retirement service credit.

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

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

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

22.9.3 Coordination of Benefits & Leaves

PPL can be fully integrated with any short-term disability or California Paid Family Leave program. STD and PFL will not reduce PPL leave

entitlement. For time covered by FMLA/CFRA job protected leave for bonding, PPL must be used prior to other accrued leave or Leave Without Pay. If an employee has exhausted FMLA/CFRA entitlements for reasons other than bonding, PPL must be used prior to Leave Without Pay for arranged leaves for the purpose of bonding. PPL does not need to be used when an employee is on leave for reasons other than bonding. To the extent FRA leave is available, it will run concurrently with PPL.

22.9.4 Implementation

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

ARTICLE 23 – COMPASSIONATE LEAVE & DISASTER LEAVE

23.1 Compassionate Leave

With respect to this Article, the term "spouse" shall also include domestic partner. A full-time or part-time employee may be granted up to three (3) of the employee's regular work days of leave with pay, in the event of death of the employee's spouse, child, stepchild, son-in-law, daughter-in-law, brother, brother-in-law, sister, sister-in-law, grandparent, great-grandparent, grandchild or person who served as a parent to the employee when the employee was a minor, and the mother or father of the employee or of the spouse of the employee. Where travel in excess of three hundred (300) miles one way from the employee's residence is required, up to an additional two (2) of the employee's regular work days of sick leave may be used to supplement compassionate leave.

23.2 Disaster Leave

When there has been a natural disaster of a magnitude that requires the Board of Supervisors to proclaim a County State of Emergency, the County will enact this disaster leave provision.

During the proclaimed emergency period and for up to one year from the terminator 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. The County will develop administrative process necessary to implement this provision in accordance with the intent of the language above. The program will be administered consistently County wide. The terms and implementation of this section may not be grieved through the grievance procedure of the MOU between the parties. Except as specifically provided

herein, it is agreed and understood that SCLEA voluntarily and unqualifiedly waives its right to and releases the County from any additional obligation to meet and confer on any subject or matter contained in this section.

ARTICLE 24 – NON-DUTY COURT LEAVE

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

ARTICLE 25 – JURY DUTY

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

ARTICLE 26 – 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. A break in service is defined as occurring upon resignation or termination.

ARTICLE 27 – VOTING

When an employee's actual work schedule prevents the employee from voting in any State, County or General election, then the employee may be granted paid time off duty to vote.

ARTICLE 28 – EMPLOYMENT IN MORE THAN ONE POSITION

Except for working elections as provided by resolution of the Board of Supervisors, no person employed in a full-time position with the County of Sonoma may be employed by the County of Sonoma in any other full-time, part-time or extra-help position, nor shall any person be employed by the County in two (2) or more part-time or extra-help positions which will, in combination, provide for more than eighty (80) hours of regularly scheduled work in any one bi-weekly pay period.

ARTICLE 29 – STAFF DEVELOPMENT

29.0 Staff Development

The County shall retain its authority to determine training needs, resources that can be made available, and the method of payment for training authorized by the County. Nothing in this Section 29 shall preclude the right of an employee to request specific training.

29.1 Staff Development and Wellness Benefit Allowance Program

The Department of Human Resources shall develop, modify, implement and administer administrative/programmatic guidelines to remain in compliance with IRS regulations, based on the County's Staff Development and Wellness Benefit Allowance Administrative Program Document.

Full-time and part-time (.40 FTE and above) employees in regular allocated positions are eligible for the Staff Development and Wellness Benefit Allowance.

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

29.1.1 Staff Development and Wellness Benefit Allowance – Amounts

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

Bargaining Unit	Full Time Allowance	Part-Time Allowance
Non-supervisory (0030,0040)	$850	$425
Supervisory (0041, 0070)	$940	$470

Effective upon adoption by the Board of the 2016-2018 MOU, for expenditures made on or after the date of adoption, total funds per fiscal year can be used for Staff Development and/or Wellness expenditures. Funds may not be carried over into next fiscal year. Use of funds subject to approval and provisions of the Staff Development Administrative Manual and may be taxable pursuant to the Internal

Revenue Code.

The annual Staff Development and Wellness Benefit Allowance may be applied to the purchase of a computer hardware and mobile devices, in accordance with 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 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 designees) authorization in order to qualify for reimbursement. Use of computer hardware and mobile devices to perform County business is subject to all County administrative and departmental policies related technology use and security. Department head authorization for the use of this benefit towards reimbursement for computer hardware and mobile devices must be outlined and approved in the employees' annual Professional Development Plan or proposal and will be considered together with other staff development training and education priorities required by the department head. Taxability of this benefit allowance is strictly administered under the provisions of the Internal Revenue Code, as outlined in the County's Staff Development Benefit Allowance Program Administrative Manual.

No employee shall work overtime by using the computer hardware or mobile device before or after regularly scheduled work time or on non-work days unless the work is authorized as described in Section 14.9 of the MOU by the employee's designated supervisor.

29.2 Physical Fitness

The total annual maximum Staff Development and Wellness Benefit Allowance allowed under Section 29.1 is available for wellness related taxable expenses. Employee enrollment in any Physical Fitness/Wellness program shall be voluntary.

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

SCLEA Members' unused staff development/wellness funds as of July 1 of the new fiscal year, will automatically be donated to the equipment and equipment maintenance fund for the two workout rooms located in the Sheriffs' Department facilities not to exceed a total fund maximum of $35,000 per workout room site. If additional sites are added, funds for equipment and equipment maintenance for those sites would be set aside as well, up to the total fund maximum of $35,000 per site.If the County approves a workout room for Probation Department employees, SCLEA represented employees in the Probation Department will be authorized to contribute $50 or more from the Staff Development and Wellness benefit to voluntarily share in the costs of equipment and equipment maintenance for the workout room.

29.2.1 A joint labor-management committees oversees the equipment purchase and maintenance, and allocation of funds to each site.

29.2.2 All equipment purchased pursuant to this Section 29.3 becomes the property of the County.

29.3 Non-Grievable

Article 29 shall not be grievable (see appeal process in County Staff Development Program document).

ARTICLE 30 – GRIEVANCE PROCEDURE

30.1 Purpose

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

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

30.2 Definitions

a. A grievance is a claim by an employee, a group of employees, or the Association on behalf of an employee(s), concerning the interpretation, application or an alleged violation of an expressed provision of this Memorandum. All other complaints are specifically excluded from this procedure including but not limited to, complaints which arise from the following: all disciplinary actions; all matters concerning employment examinations; all other matters subject to the jurisdiction of the Civil Service Commission; performance review appraisals or denial of a merit increase, except as provided in Section 7.19; provisions of the Fair Labor Standards Act; and any provision of this Memorandum specifically identified as not grievable.

b. "Day" shall mean regular County business days, Monday through Friday, 8 a.m. to 5 p.m.

c. A "grievant" shall mean an employee, a group of employees or the Association who in good faith has an actual grievance with the County over a grievable matter as defined in Section 31.2 above. The Association may file a grievance without naming an individual employee in the grievance provided the grievance alleges a violation of a right or benefit granted the Association under Article 5 of this Memorandum.

30.3 Representation

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

30.4 Initiation Deadline

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

30.5 Time Limits

Time limits specified in each step of the 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.

30.6 First Step

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

30.7 Interest Based Intermediary Step — Optional

In the event the grievant believes the grievance has not been satisfactorily resolved, the grievant may request in writing that the County Human Resources Department participate in an effort to resolve the grievance through an interest-based, non-positional approach to problem solving.

If the employee indicates this preference in writing, the prescribed time parameters are suspended while representatives of the Association, the affected department and the Human Resources Department meet in an attempt to resolve the grievance.

If the parties agree to use an alternative process, the time parameter for resolution is twenty-one (21) days from the time it is agreed to use the alternative resolution process.

If the parties agree to suspend the optional process or the process is not successful after twenty-one (21) days, then the process will move to the Third Step (Department Head) level of this grievance procedure.

30.8 Second Step Grievance

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

a. Fully describe the grievance and how the grievant is/was adversely affected by the County;

b. Set forth the specific section(s) of this Memorandum allegedly violated;

c. Indicate the date(s) of the incident(s) grieved; and

d. Specify the remedy or solution to the grievance sought by the grievant.

30.9 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 Employee Relations Manager and to the Association. 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.

Upon receipt of the Step Two response by the Association, the Association has seven (7) days to respond and preserve its rights.

30.10 Third Step Grievance

If the grievant is not satisfied with the response at Step Two, the grievant may appeal the decision to the next higher level of supervision (identified by the department head) and to the department head, with a copy to the Employee Relations Manager, within seven (7) days after receipt of the written response at Step Two or termination of the Interest-Based Problem Resolution Process.

30.11 Third Step Response

After receiving the completed grievance appeal form, the person occupying the next higher level of supervision together with the department head, or representative, shall meet with the grievant and thoroughly discuss the grievance. The department head shall give a written decision to the grievant within fifteen (15) days after receiving the completed grievance appeal form and send a copy of the decision to the Employee Relations Manager and to the Association.

30.12 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 Association and the County. In the event the grievance is not resolved, neither stipulations, admissions, settlement proposals nor concessions agreed to or offered during mediation shall be admissible in a subsequent hearing.

30.13 Arbitrable Grievances

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

Following the Third Step of the grievance procedure provided herein, if the grievance is subject to arbitration and remains unresolved, the Association on behalf of the grievant may request arbitration. The request for arbitration must be given to the County Counsel and the Employee Relations Manager, in writing, within fifteen (15) days of the receipt of the response from Step Three.

Within fourteen (14) days of submitting a written request for arbitration, the Association and the County shall begin the process for selecting an arbitrator and scheduling a hearing date. An extension of the fourteen (14)-day timeline must be requested in writing by either party and agreed upon by both parties. Failure to comply with the timelines set forth in this section or other timeline mutually agreed upon by the parties shall immediately terminate the grievance and all rights provided under the grievance procedure.

30.14 Selection Of Arbitrator

The arbitrator may be selected by mutual agreement of the Association and County. Should the parties fail to mutually agree on an arbitrator, they shall make a joint request of the State Mediation and 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.

30.15 Arbitration Issues

The parties shall, within twenty-one (21) 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.

30.16 Arbitrator's Authority

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

30.17 Binding/Non-Binding Decision

The decision of the arbitrator rendered consistent with the terms of this Memorandum shall be binding upon the Association. To the extent that the award of the arbitrator is not in excess of $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 the 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. The Association may then resort to a court of competent jurisdiction to pursue whatever other legal remedies are available to it under the provisions of this Memorandum. If the Association is the grievant, then the $5,000 limit shall apply to each employee who has been identified by the Association and sustained by the arbitrator as employees directly affected by the grievance and the remedy sought and imposed.

30.18 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.

30.19 Arbitration Expenses Shared

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

ARTICLE 31 – CLASSIFICATION INFORMATION

31.1 Copies Of Classification Studies

For affected employees in the Bargaining Units covered by this Memorandum of Understanding, the County agrees to provide the Association with complete copies of all final classification studies and reports going to the Civil Service Commission

at the same time or, if possible, before such agenda reports are sent to the Civil Service Commission.

31.2 Meet And Confer Obligation

Before the Board of Supervisors establishes the salary scale for any new class represented by the Association, the County shall offer to meet and confer in good faith without any mediation with the Association for up to thirty (30) calendar days on an appropriate salary scale for the new class.

ARTICLE 32 – LABOR/MANAGEMENT MEETINGS

32.1 Matters Of Mutual Interest

The County and the Association shall meet for consultation purposes on matters of mutual interest which would serve constructive purposes to prevent or eliminate grievances or on matters affecting employee health or safety. Such meetings may be called by the Association President, or designee, and the County's Employee Relations Manager. "Consultation" shall not be construed as an obligation to "meet and confer" under the Meyers-Milias-Brown Act.

32.2 Written Notice

Written notice of topics for discussions shall be exchanged prior to any such meeting. The meeting shall be scheduled at a time and place mutually convenient to the parties.

32.3 Participation

The number of employees who will participate in the meeting without loss of pay to the extent the meeting occurs during an employee's scheduled duty period shall be reasonably related to the subject being discussed and shall be mutually agreed upon by the County and the Association.

32.4 Joint Training On Memorandum

The parties agree to jointly present informational training on this Memorandum of Understanding to affected supervisors and managers. The details of the training shall be mutually agreed upon by the Association and the County. The parties intend to conduct the training session(s) within ninety (90) days from the date this Memorandum is implemented by the Board of Supervisors.

32.5 Labor/Management Committees – Valley Of The Moon Children's Home and Juvenile Hall

The County and the Association support the creation of labor/management committees for problem solving and communication.

The parties agree to form ad hoc committees to address local issues at the Valley of

the Moon Children's Home and Juvenile Hall. Such committee(s) will be comprised of no less than two (2) and no more than four (4) representatives each from management and from labor, including line and supervisory staff. An Association representative may attend meetings as a non-voting ex officio member. Committee participants have equal standing and will utilize interest-based problem-solving processes whenever possible. Any Committee recommendations will be forwarded to the Division Manager and Department Head for consideration and response.

ARTICLE 33 – NO STRIKE

33.1 Full Performance Of Duties

A material inducement in the County's execution of this Memorandum is the Association's representation that the employees it represents will loyally and fully perform their respective duties in an efficient manner so as to provide maximum service to the public, and that the Association will fully perform its obligation owed to the County.

33.2 Prohibited Activities

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

33.3 Association Responsibilities

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

33.4 Written Assurance

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

33.5 No Lockout

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

ARTICLE 34 – FULL UNDERSTANDING, MODIFICATION, ACKNOWLEDGMENT

34.1 Full Understanding

This Memorandum of Understanding sets forth the full and entire understanding of the parties regarding the matters set forth herein.

All other prior or existing understandings or agreements by the parties, whether formal or informal, regarding any such matters are hereby superseded or terminated in their entirety.

34.2 Acknowledgment

Except as provided herein, it is agreed and understood that the parties have met and conferred in accordance with their obligations under State law and the County's Employee Relations Policy in reaching this agreement and neither party shall be obligated to meet and confer over any provision of this agreement during its term.

34.3 Meet And Confer During Term Of Memorandum

a. If the County proposes during the term of this Memorandum to adopt a policy or course of action on matters within the scope of representation as defined by State law that are not covered by this Agreement, it will provide the Association with written notice of the proposed policy or course of action and offer to meet and confer over the proposal in accordance with State law, the County's Employee Relations Policy (ERP), and with the provisions provided in (c) below.

b. The County and Association agree to meet and confer in accordance with State law, the ERP, and the provisions provided in (c) below if the County's proposal(s) include matters within the scope of representation in one (1) or more of the following matter:.

    1. The assignment of groups of employees to work hours, work shifts and/or work schedules. An example of such a change would be if the County proposed to change the work schedule of employees in the Sheriff's Detention Division from a 4/10 to a 5/8 schedule.

    2. The assignment of employees between departments as a result of reorganization or a change in the mission or program of the department(s) involved.

    3. The use and assignment of County vehicles and/or personal vehicles of employees for work-related purposes.

c. The provisions of this subsection (c) apply to the meet and confer process applicable to County proposals on matters within the scope of representation as described in Subsections (a) and (b) above.

The County will provide written notice to the Association describing the proposed change. Upon request of the Association, the County will provide all relevant information it has pertaining to the proposal as required by the MMBA.

The Association will have up to fifteen (15) calendar days from when it received the notice to inform the County in writing if it desires to meet and confer over the proposal. If the Association fails to notify the County within the fifteen (15) days, the County may implement the proposal without any further obligation to meet and confer with the Association.

If the Association notifies the County within fifteen (15) calendar days of its desire to meet and confer, then the County and the Association shall meet and confer in good faith over the proposal and all identified impacts arising from the proposal.

Unless extended by mutual written agreement of the parties, the pre-impasse period for meeting and conferring pursuant to this Section 34.3 shall be thirty-five (35) business days from when the Association was properly notified of the proposal by the County. If an agreement is not reached by the thirty-fifth (35^{th}) business day from the date the Association was notified, either party may declare an impasse by filing with the other party a written declaration of impasse and request for an impasse meeting, together with a statement of its position on all disputed issues. An impasse meeting shall then be held within two (2) business days, at which time the County shall present an impasse statement including the proposal that it proposes to implement after the completion of the post-impasse process required by law and this Section 34.3 should further discussions fail to produce an agreement.

If an agreement is not reached at the impasse meeting, the dispute shall be submitted to mediation. If the parties fail to resolve the dispute through mediation within the timelines set forth in the MMBA, , the matter may be submitted to "fact finding" In accordance with the provisions and timelines of the MMBA. Section 34.3.b(2) is not subject to the grievance procedure of this agreement (Article 30) in any way except for an allegation that the County failed to provide the required notice or acted to implement the change before the procedures required by this section were completed. Any ruling by an arbitrator under this Section 34.3.b(2) that is adverse to the County shall be limited to ordering the County to comply with the notice and/or time limits specified above.

34.4 Written Modifications Required

No agreement, alteration, understanding, variation, waiver, or modification of any of the terms or provisions contained herein shall in any manner be binding upon the Association and the County, unless made and executed in writing by the parties, and if required, approved and implemented by the Board of Supervisors.

34.5 No Limitation On Authority Of Civil Service Commission

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

34.6 Non-Precedence

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.

34.7 Side Letters

All side letters or other agreements not attached to or incorporated into this Agreement are no longer valid. This MOU constitutes the entire agreement between the Association and the County.

34.8 Favored Nation Clause – Reopener

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

ARTICLE 35- ASSOCIATION SECURITY

35.1 Maintenance Of Membership

In accordance with Government Code Section 3502.5, all employees who have Association dues deduction authorization on file with the Auditor-Controller-Treasurer-Tax Collector (ACTTC) or who may thereafter authorize in writing the deduction of Association dues, shall remain on such payroll deduction. This maintenance of membership required payroll Association dues deduction shall continue for the term of this Memorandum, except that such maintenance of membership required dues deductions shall be voided under any of the following circumstances: when an employee is removed from a classification allocated to the representative bargaining units covered under this Memorandum ; consistent with applicable law, if the employee notifies the ACTTC in writing to cease such dues deductions, and a successor agreement has not been concluded which continues this provision or all applicable impasse procedures concerning negotiations for such a successor agreement have been exhausted without an agreement being reached; and at any time an employee and the Association stipulate in writing to the ACTTC that the employee is not to be subject to further dues deductions under this clause or any other provision herein.

35.2 Agency Shop Service Fee

a. Any non-supervisory employee in a classification in the non-supervisory bargaining units covered by this agreement shall as a condition of continued employment, either:

1 Pay to the Association an agency shop service fee as provided below; or

2 (a) Execute a written declaration that the employee is a member of a bona fide religion, body or sect which holds a conscientious objection to joining or financially supporting any public employee organization as a condition of employment; and (b) Pay a sum equal to the agency shop service fee (full service fee) described below to a non-religious, non-labor charitable fund exempt from taxation under Section 501(c)(3) of the Internal Revenue Code. Proof of such payments shall be made on a monthly basis to the County and the Association as a condition of continued exemption from the requirement of financial support to the Association.

3 The employee shall have, on a bi-weekly basis, a payroll deduction of the agency shop service fee or charitable contribution. The sum so deducted shall be paid to the Association or applicable charity or deposited into escrow as directed by the Association.

35.3 Separation From Unit Exception

The provisions of Sections 35.1 and 35.2 shall not apply during periods of separation from the eligible bargaining unit by any employee otherwise subject to those provisions but shall reapply to such employee following the return of the employee to the bargaining unit. The term "separation" includes layoffs, transfer out of the covered bargaining units by request, promotion, demotion, reclassification or for any other lawful reason, and unpaid status, all of a duration of more than one (1) full pay period.

35.4 Service Fee Choice

a Full service fee — Each affected employee shall have the option by affirmative written election and voluntary written waiver of all constitutional objections to pay a full service fee to the Association in an amount equal to the regular periodic dues and general assessments charged to Association members. Said payment shall entitle the full service fee payer to the same rights, level of benefits and privileges of Association membership except for the right to participate in Association elections and governance of the Association.

b Basic service fee — Each affected employee who does not affirmatively elect to pay a full service fee to the Association and who does not voluntarily waive all constitutional objections, shall pay a basic service fee to the Association in an amount calculated as described below, but, in no events, in excess of the regular periodic dues and general assessments charged to Association members.

33.1 Calculation Of Basic Service Fee

a. The basic service fee will be calculated by the Association to fairly value the collective bargaining activities, contract administration and grievance adjustment services provided. The basic service fee shall not be used for any of the following:

(1) Lobbying or political activity by the Association;

(2) Payments to affiliates by the Association;

(3) Social activities for Association members;

(4) Charitable and philanthropic activities;

(5) Insurance and other benefit programs for members and full service fee payers.

b. The basic service fee shall not entitle the payer to the same rights, level of benefits and privileges as Association members or individuals electing to pay a full service fee. The Association shall fairly represent all employees covered by this agreement. However, that duty does not require that basic fee payers obtain the same level of individual representation benefits or other benefits as Association members and full service fee payers For example, basic service fee payers may not receive legal representation in individual disciplinary actions or civil or criminal actions brought against them as a result of acts or omissions within the course and scope of their employment. Basic fee payers will not be entitled to attorney consultation, retirement, insurance and death benefits provided only to members. The basic service fee will be calculated to fairly charge the represented employee for the representation services provided.

35.6 Advance Notice Of Agency Shop Service Fee

No agency shop service fee shall be collected from any employee until the first pay period no less than thirty (30) days after the employee has received written notice sent by certified mail from the Association which includes legally adequate information concerning the calculation of the basic service fee, the services provided for a full service fee and basic service fee, a description of a reasonably prompt opportunity to challenge the amount of the basic service fee before an impartial decision-maker, and notice as to how the employee may elect to pay the full service fee, waive constitutional rights or object to the amount for the basic service fee. An escrow account shall be set up by the Association of any amounts reasonably in dispute while any challenges are pending.

35.7 Notice Of New Employees

a. To the extent the information is available, the County shall provide the Association with the names, addresses, personal email addresses and telephone numbers of all new employees coming into the relevant bargaining units during each subsequent pay period.

b. The names and addresses provided the Association shall be kept confidential.

35.8 Agency Shop Service Fee Collection

To the extent authorized by law, the failure of an obligated employee to pay an agency shop service fee shall be a condition of continued employment and shall be grounds for the Association to file a legal action to collect the fees due subject to the following procedures:

a. The Association shall notify the employee (a copy to the Human Resources Department and the department head) of non-compliance by certified mail, return receipt requested. Said notice shall detail the non-compliance by explaining that the employee is delinquent in not tendering the agency shop service fee due, specifying the amount of the delinquency, and warning the employee that unless such fees are tendered within thirty (30) calendar days, the Association has the right to file an action to collect the sums due.

b. If the employee fails to comply, the Association may file a legal action and the County may be notified that the employee has failed to satisfy this condition of employment.

c. The County shall not incur any cost due to court appearances by County staff, but shall provide a written statement to the Association at their request specifying the employee's agency shop service fee obligations under this agreement.

35.9 Indemnification

The Association shall defend, indemnify, hold harmless, release and save the County, its agents and employees, from and against any and all claims, demands, suits, orders, judgments, expenses or other forms of liability arising out of or in connection with this subsection and/or any action taken or not taken by the County and/or the Association under this subsection, 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 agreement or provision of law.

35.10 Rescission Of Agency Shop Provision

The implementation of the provisions of this subsection shall not prohibit or restrict an election to rescind this provision as provided by Section 3502.5 of the California Government Code.

35.11 Recordkeeping And Reporting

The Association shall comply with the financial record keeping and reporting requirements of Government Code Section 3502.5.

35.12 Association's Constitutional Obligations

It is recognized that this agency shop provision affects sensitive and important political speech and association rights of County employees, which are protected by the First Amendment of the U.S. Constitution. In an effort to ensure that these

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

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

35.13 Violation Of Law

If a court finds the implementation of this subsection to be in violation of constitutional law, the Association shall have sixty (60) days to comply with the Court's order or the County may cease the collection of agency shop service fees and not condition continued employment upon the payment of agency shop service fee unless otherwise directed by the court.

ARTICLE 36 – INVALID SECTIONS

36.1 Invalid Sections

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

36.2 Separability

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

ARTICLE 37: DISTRIBUTION OF MEMORANDUM OF UNDERSTANDING AND ENACTMENT

37.1 Distribution

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

37.2 Enactment

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

COUNTY OF SONOMA	SONOMA COUNTY LAW ENFORCEMENT ASSOCIATION
/s/ Richard C. Bolanos Richard C. Bolanos	/s/ Mike Torres Mike Torres
/s/Cheryl Enold Cheryl Enold	/s/ Dennis Wallach Dennis Wallach
/s/Matt Perry Matt Perry	/s/ Glenn Allen Glenn Allen
/s/Mark Mahre Mark Mahre	/s/ Damian Evans Damian Evans
/s/Mazen Awad Mazen Awad	/s/ Brice Welch Brice Welch
	/s/ Matt Mason Matt Mason

(Signed document on file with Employee Relations)

APPENDIX A-1 – SALARY TABLE

Employees in classifications in the Law Enforcement Non-Supervisory Bargaining Unit, Law Enforcement Supervisory Unit, Corrections and Probation Non-Supervisory Unit, and the Corrections and Probation Supervisory Unit shall be paid from the salary scales shown herein during the term of this Memorandum of Understanding.

CORRECTIONS & PROBATION NON-SUPERVISORY - SCLEA 0030

Effective March 14, 2017

Job Class #	Job Title	"A" STEP (Hourly)	"I" STEP (Hourly)	MINIMUM (Monthly)	MAXIMUM (Monthly)
1691	COMMUNICATIONS DISPATCHER I	$25.04	$30.43	$4,355	$5,292
1692	COMMUNICATIONS DISPATCHER II	$28.64	$34.81	$4,981	$6,054
1694	SENIOR COMMUNICATIONS DISPATCHER	$31.51	$38.30	$5,480	$6,661
3020	CHILDREN'S RESIDENTIAL CARE COUNSELOR I	$21.62	$26.28	$3,760	$4,571
3021	CHILDREN'S RESIDENTIAL CARE COUNSELOR II	$25.55	$31.06	$4,444	$5,402
3106	PROBATION INDUSTRIES CREW SUPERVISOR	$29.13	$35.42	$5,066	$6,160
3111	JUVENILE CORRECTIONAL COUNSELOR I	$21.62	$26.28	$3,760	$4,571
3112	JUVENILE CORRECTIONAL COUNSELOR II	$25.55	$31.06	$4,444	$5,402
3113	JUVENILE CORRECTIONAL COUNSELOR III	$29.23	$35.52	$5,084	$6,178
3223	PROBATION OFFICER I	$26.04	$31.66	$4,529	$5,506
3225	PROBATION OFFICER II	$28.66	$34.83	$4,984	$6,058
3227	PROBATION OFFICER III	$32.81	$39.88	$5,706	$6,936
4152	CORRECTIONAL DEPUTY I	$24.60	$29.90	$4,278	$5,200
4154	CORRECTIONAL DEPUTY II	$31.40	$38.17	$5,461	$6,638

LAW ENFORCEMENT - NON-SUPERVISORY - SCLEA 0040

Effective March 14, 2017

Job Class #	Job Title	"A" STEP (Hourly)	"I" STEP (Hourly)	MINIMUM (Monthly)	MAXIMUM (Monthly)
0701	HELICOPTER PILOT	$43.51	$52.89	$7,567	$9,198
4203	DIST. ATTORNEY INVESTIG. TRAINEE	$33.58	$40.81	$5,840	$7,098
4205	DISTRICT ATTORNEY INVESTIGATOR I	$37.01	$44.98	$6,437	$7,823

Job Class #	Job Title	"A" STEP (Hourly)	"I" STEP (Hourly)	MINIMUM (Monthly)	MAXIMUM (Monthly)
4212	DISTRICT ATTORNEY INVESTIGATOR II	$42.44	$51.59	$7,381	$8,972
4241	WELFARE FRAUD INVESTIG.TRAINEE	$27.92	$33.95	$4,856	$5,904
4243	WELFARE FRAUD INVESTIGATOR I	$32.88	$39.96	$5,718	$6,950
4246	WELFARE FRAUD INVESTIGATOR II	$37.35	$45.40	$6,496	$7,896
4406	PARK RANGER I	$23.44	$28.49	$4,077	$4,955
4408	PARK RANGER II	$25.72	$31.27	$4,473	$5,438
4512	FIRE INSPECTOR I	$34.66	$42.13	$6,028	$7,327
4513	SENIOR FIRE INSPECTOR	$43.87	$53.32	$7,630	$9,273
4519	FIRE INSPECTOR II	$39.88	$48.47	$6,936	$8,430

LAW ENFORCEMENT - SUPERVISORY - SCLEA 0041
Effective March 14, 2017

Job Class #	Job Title	"A" STEP (Hourly)	"I" STEP (Hourly)	MINIMUM (Monthly)	MAXIMUM (Monthly)
4215	SR DISTRICT ATTORNEY INVESTIG.	$48.21	$58.60	$8,385	$10,192
4251	SR WELFARE FRAUD INVESTIGATOR	$40.28	$48.95	$7,005	$8,513

CORRECTIONS AND PROBATION SUPERVISOR - SCLEA 0070
Effective March 14, 2017

Job Class #	Job Title	"A" STEP (Hourly)	"I" STEP (Hourly)	MINIMUM (Monthly)	MAXIMUM (Monthly)
1696	SUPERVISING COMMUNICATIONS DISPATCHER	$35.74	$43.45	$6,216	$7,557
3024	SUPERV CHILD RESIDENTIAL CARE COUNSELOR	$32.56	$39.59	$5,663	$6,885
3107	PROBATION INDUSTRIES FIELD SUPERVISOR	$32.68	$39.72	$5,684	$6,908
3114	JUVENILE CORRECTIONAL COUNSELOR IV	$32.56	$39.59	$5,663	$6,885
3229	PROBATION OFFICER IV	$38.92	$47.31	$6,769	$8,228
4157	CORRECTIONAL SERGEANT	$40.26	$48.93	$7,002	$8,510

APPENDIX B
DEPARTMENTAL GRIEVANCE PROCEDURE

The following grievance procedure is available to employees in the Law Enforcement and the Corrections/Probation Supervisory and Non-Supervisory bargaining units represented by the Sonoma County Law Enforcement Association.

Section 1. DEFINITIONS:

(a) GRIEVANCE. A grievance is a complaint by an employee, a group of employees, or by either the Sonoma County Law Enforcement (herein after, the "Association") on behalf of an employee(s) (all herein after referred to as a "grievant") represented by the Association concerning an alleged violation or misapplication of one or more of the written departmental policies affecting an employee's terms and conditions of employment and within the scope of representation as defined by Government Code 3504 and the County's Employee Relations Policy. All other matters are excluded from the definition of grievance and from this grievance procedure, including but not limited to:

(1) Complaints concerning matters which are specifically covered by an existing Memorandum of Understanding (MOU) covering the grievant whether or not they are subject to any grievance or dispute resolution procedure there under;

(2) complaints, the resolution of which would require a change in or an amendment to law, ordinance, or the resolutions, rules or regulations of the Board of Supervisors;

(3) discrimination complaints which are subject to the County's Equal Opportunity Discrimination Complaint Procedure;

(4) dismissals, suspensions, and reductions in rank or compensation; and

(5) in addition to (4), above, all other matters appealable under the Civil Service Ordinance and/or the Rules of the Civil Service Commission.

(b) GRIEVANCE PROCEDURE. This grievance procedure is the method by which a grievant may seek management action to relieve or eliminate the grievance as defined above.

(c) GRIEVANCE APPEALS COMMITTEE. A Grievance Appeals Committee of three members shall be a forum for consideration of grievances. Committee members shall be composed as follows:

(1) One person selected by the Association representing the grievant.

(2) The Director of Human Resources or designee.

(3) The third member of the Committee shall be mutually selected by the first two Committee members chosen by the grievant and the Human Resources Director. The third member of the Committee must be so selected within ten (10) days of the day the first two members were selected. If the first two Committee members are unable to agree upon a selection, then the first two Committee members shall strike names off of a list of the current members of the County Civil Service Commission until only one name remains, who shall be the third member of the Committee. The order of striking shall be determined by a coin toss. No Committee member may be selected who is employed in the department in which the grievant is employed. Committee members shall select a chairperson. The Human Resources Department shall provide secretarial services to the Committee. The Committee shall meet on call of its chairman and with mutual agreement, as to date and time of the meeting, among the grievant, the department head and the other Committee members. Deliberations of the Committee shall be informal, confidential and provide a full and fair hearing of the grievance and proposed solutions without formal rules of evidence or a stenographic or electronic recording of the proceedings.

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

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

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

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

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

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

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

(a) All formal grievances shall be in writing on the form appended to this resolution. A supply of forms shall be maintained in each department covered by this procedure and shall be readily accessible to all employees.

(b) Within five (5) days after receipt of the supervisor's oral decision in the informal proceeding, the grievant may file a formal grievance on the form prescribed. The grievant shall provide the necessary information called for at the top of the form and in Steps I and II of the grievance form in clearly legible writing, printing, or typing. The grievant shall file the original form with the immediate supervisor.

(c) The immediate supervisor shall meet with the grievant within five (5) days after filing of the grievance form for discussion of the formal grievance. The immediate supervisor shall complete "Supervisor's Decision" portion of the form and return it to the grievant within seven (7) days after their meeting. A copy of the supervisor's decision and attached grievance documents shall also be filed with the Human Resources Director.

(d) The grievant may appeal the decision of the immediate supervisor by completing the first part of Step III of the grievance form and filing it with the next higher level of supervision (identified by the department head) and to the grievant's department head within seven (7) days after receipt of the supervisor's decision. The functions of the department head hereunder may be performed by the department head's duly authorized representative.

(e) The person occupying the next higher level of supervision together with the department head, or representative, shall meet with the grievant within ten (10) days after filing of the appeal for discussion of the grievance. The grievant's department head shall complete the rest of the Step III "Department Head's Response" and return it to the employee within fifteen (15) days after such meeting. A copy of the department head's response and any attached grievance documents shall also be filed with the Human Resources Director.

(f) The grievant may appeal the decision of the department head by filing a written request for such appeal to the Human Resources Director within fifteen (15) days after receipt of the department head's decision. The Human Resources Director shall immediately deliver a copy of the written appeal to the grievant's department head. The grievant shall within three (3) days of filing the appeal submit to the Human Resources Director the name of the Grievance Appeals Committee member selected by the grievant or the Association. The Human Resources Director shall select a Committee member to represent the Human Resources Director and then provide assistance as necessary to select the third Committee member in accordance with the selection process in Section 1(c), above. The grievant's written appeal shall provide full details of the facts of the grievance and why the department head's response did not satisfactorily resolve the grievance.

(g) To the extent possible, the Grievance Appeals Committee shall schedule the appeal for hearing to occur not later than ten (10) days from the date all three members of the Committee are selected and shall forthwith notify the grievant and the grievant's department head of the time and place at which the appeal will be considered. The Committee may reach and announce its advisory decision at the close of the hearing or it may retire and deliberate in private before announcing its advisory decision. In order to be properly reached, an advisory decision by the Committee must be agreed upon by at least two (2) members, be in writing, and show both the findings of facts and reasoning of the decision. The Committee shall deliver, with proof of service, a copy of its advisory decision to the department head, the grievant, the Association and the Human Resources Director within ten (10) days after conclusion of the hearing.

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

Section 7. ADDITIONAL RULES. This grievance procedure shall be subject to the following additional rules:

(a) The time limitations herein specified may be extended only by written consent of the grievant and the department head. In the absence of such time extension, failure by a grievant to present the grievance or to appeal a decision within the time limits prescribed shall be deemed a resolution of the grievance. Failure of the management representative to meet with the employee or render a decision within the time limits herein specified shall justify appeal to the next step in the grievance procedure.

(b) An employee shall include all current grievances in one grievance. To the degree practicable, grievances shall not be duplicated. If several employees in a single department wish to present grievances which are the same or substantially similar, those grievances shall be joined into one.

(c) All meeting and hearings under this procedure shall be conducted in confidential and private sessions in order to protect the confidentiality of the matters under review.

(d) Any dispute or question as to whether a particular complaint or grievance by an employee is covered under this procedure shall not be subject to determination by the Grievance Appeals Committee.

APPENDIX B

DEPARTMENTAL GRIEVANCE FORM

For use only to process a grievance under the Grievance Procedure established by the Board of Supervisors for employees in the Law Enforcement and Corrections/Probation Supervisory and Non-supervisory bargaining units, represented by the Sonoma County Law Enforcement Association**.**

NAME:	JOB CLASSIFICATION:
DEPARTMENT/DIVISION:	
ASSOCIATION:	

STEP I

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

SUPERVISOR'S NAME:	TITLE:
DATE DISCUSSION HELD:	DATE OF SUPERVISOR'S RESPONSE:

STEP II

IF THE GRIEVANCE WAS NOT RESOLVED AT STEP I, STATE IT IN WRITING AT THIS STEP AND SUBMIT THIS FORM TO YOUR SUPERVISOR, **WITHIN FIVE (5) DAYS OF STEP I RESPONSE**.

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

DATE(S) OF INCIDENT(S) :

WRITTEN DEPARTMENTAL POLICY VIOLATED:

REQUESTED SOLUTION:

EMPLOYEE'S SIGNATURE:	DATE:

DEPARTMENTAL GRIEVANCE FORM **Page 2**

SUPERVISOR'S DECISION:

SIGNATURE: DATE:

STEP III IF THE GRIEVANCE WAS NOT RESOLVED AT STEP II, THE ASSOCIATION MAY APPEAL THE DECISION TO THE NEXT HIGHER LEVEL OF SUPERVISION (IDENTIFIED BY THE DEPARTMENT HEAD) AND TO THE DEPARTMENT HEAD, WITH A COPY TO THE EMPLOYEE RELATIONS MANAGER WITHIN **SEVEN (7)** DAYS AFTER RECEIPT OF THE WRITTEN RESPONSE AT STEP II. 30.9.

DATE OF APPEAL:	EMPLOYEE'S SIGNATURE:

DEPARTMENT HEAD'S RESPONSE:

Signature: Date:

STEP IV

IF THE GRIEVANCE WAS NOT SETTLED AT STEP III, THE ASSOCIATION MAY APPEAL THE DEPARTMENT HEAD'S DECISION IN WRITING WITHIN **FIFTEEN (15)** DAYS TO THE GRIEVANCE APPEALS COMMITTEE IN CARE OF THE **HUMAN RESOURCES DIRECTOR** *(If more space is needed, use additional paper*).

APPENDIX C

SCLEA

MEMORANDUM OF UNDERSTANDING
GRIEVANCE FORM

For use only to process a grievance under the Grievance Procedure established in Article 30 of the Sonoma County **Law Enforcement** Association Memorandum of Understanding for employees in the Law Enforcement and Corrections/Probation Supervisory and Non-supervisory bargaining units.	
NAME	JOB CLASSIFICATION
DEPARTMENT/DIVISION	
ASSOCIATION	
STEP I AN INFORMAL DISCUSSION WITH YOUR IMMEDIATE SUPERVISOR Before completing the remainder of this form, an informal discussion with your immediate supervisor must take place within **ten (10)** days from the date of the action causing the grievance. (Section 30.6)	
SUPERVISOR'S NAME	TITLE
DATE DISCUSSION HELD	DATE OF SUPERVISOR'S RESPONSE
STEP II 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 EMPLOYEE RELATIONS MANAGER WITHIN **FIVE (5)** DAYS AFTER RECEIPT OF THE IMMEDIATE SUPERVISOR'S RESPONSE FROM STEP I. (Section 30.7)	
DESCRIBE GRIEVANCE (If more space is needed, use additional paper.)	
DATE(S) OF INCIDENT(S)	
M.O.U. ARTICLE VIOLATED	
REQUESTED SOLUTION	
EMPLOYEE'S SIGNATURE	DATE

SUPERVISOR'S DEICSION
Signature: _____ Date: _____
STEP III IF THE GRIEVANCE WAS NOT RESOLVED AT STEP II, THE ASSOCIATION MAY APPEAL THE DECISION TO THE NEXT HIGHER LEVEL OF SUPERVISION (IDENTIFIED BY THE DEPARTMENT HEAD) AND TO THE DEPARTMENT HEAD, WITH A COPY TO THE EMPLOYEE RELATIONS MANAGER WITHIN **SEVEN (7)** DAYS AFTER RECEIPT OF TEH WRITTEN RESPONSE AT STEP II. (30.9)

DATE OF APPEAL	EMPLOYEE'S SIGNATURE
DEPARTMENT HEAD'S RESPONSE	
Signature: _____ Date: _____	
If the grievance was not settled at Step III, contact your Association representative regarding an appeal option.	

APPENDIX D

DOMESTIC PARTNER DEFINED

The term "domestic partner" as used in the MOU is based on the definition below:

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

a. the two parties reside together and share the common necessities of life;

b. the two parties are not married to anyone, eighteen years or older, not related by blood closer than would bar marriage in the State of California, and mentally competent to consent to contract and are not acting under fraud or duress;

c. the two parties declare that they are each other's sole domestic partner and they are responsible for their common welfare;

d. the two parties agree to notify the County in writing if there is a change of circumstances attested to the affidavit; and

e. the two parties affirm, under penalty of perjury, that the assertions in the affidavit are true to the best of their knowledge.

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.

APPENDIX E

WELFARE FRAUD INVESTIGATOR CLASS SERIES

1. During the term of the 2016-2018 Memorandum of Understanding, the County will conduct an analysis to determine the appropriate salary and ongoing salary administration for the Welfare Fraud Investigator class series. The analysis will be conducted in accordance with the County's compensation philosophy. The analysis will include an internal comparison of the Welfare Fraud Investigator duties, responsibilities, and scope of work to the other Sonoma County criminal investigator classifications. The County will meet with SCLEA to review the findings. Any recommendations issued by the study will be addressed during negotiations for the successor contract.

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

3. SCLEA agrees that the County has met its obligation to meet and confer on the contents of this Side Letter.

4. No agreement, understanding, variation, waiver of modification of any of the terms or provisions contained herein shall in any manner be binding upon the parties hereto unless made and executed in writing by the parties hereto and, if required, approved and implemented by the County's Board of Supervisors.

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

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