

**MEMORANDUM OF UNDERSTANDING**

**BETWEEN THE COUNTY OF SONOMA,**

**AND THE**

**INTERNATIONAL UNION OF OPERATING**  
**ENGINEERS,**

**STATIONARY ENGINEERS, LOCAL NO. 39**

**July 2, 2018 – July 1, 2019**

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**MEMORANDUM OF UNDERSTANDING  
BETWEEN THE COUNTY OF SONOMA  
AND THE  
INTERNATIONAL UNION OF OPERATING ENGINEERS,  
STATIONARY ENGINEERS, LOCAL NO. 39**

**ARTICLE 1: PREAMBLE**

This agreement between the duly appointed representatives of Sonoma County, Sonoma County Water Agency, and Sonoma County Fair and Exposition, Inc., hereinafter referred to as "County," and the International Union of Operating Engineers, Stationary Engineers Local 39, hereinafter referred to as the "Union," 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 and the Board of Directors of the Sonoma County Water Agency the adoption of this Memorandum. This Memorandum shall apply only to those employees in classifications listed within the bargaining unit under "Article 3 - Recognition."

**ARTICLE 2: DEFINITIONS**

2.1 Definitions – Non-Application

None of the following definitions are intended to apply in the administration of the County Employee's Retirement Law of 1937 or to the County's Civil Service Ordinance or the Rules of the Civil Service Commission.

2.2 Definition Of Terms

ACTTC: Auditor-Controller-Treasurer-Tax Collector

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

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

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

CALENDAR YEAR: January 1 through December 31.

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

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

DEPARTMENT HEAD: the General Services Director, Fair Manager, Director of Regional Parks, Public Works Director, and General Manager of the Sonoma County Water Agency, or designee, and any other similar chief operating and administrative officer, or designee, of a County department employing one or more members of the bargaining unit represented by the Union.

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 file with the County an “Affidavit of Domestic Partnership” attesting to the following:

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

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

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

**EMERGENCY OPERATIONS:** the performance of County functions or services necessary, in the opinion of the County, to protect or preserve the lives, safety, health, or property of the County.

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

**EMPLOYEE FULL-TIME:** an employee who is employed in an allocated position that 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 that is regularly scheduled for less than eighty (80) hours of work per pay period.

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

**HOURS WORKED:** includes all time spent during which the employee is engaged in duties or activities required by the County and pursued necessarily and primarily for the benefit of the County.

**IN-SERVICE HOURS:** are all hours in paid status excluding overtime.

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

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

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

**PROMOTION:** the reassignment of an employee from a position in one class to a position in another class which is allocated to a higher salary or salary scale.

**REGULAR RATE OF PAY:** is as defined in the Fair Labor Standards Act and is used for computing statutory overtime for non-exempt employees. 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 period of either seven (7) or fourteen (14) consecutive days.

**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 (normally no more than 8, 9 or 10 consecutive hours of work) and normally interrupted by a meal break.

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

**SALARY SCALE:** the salary level for any given classification. The salary scale shall consist of nine (9) salary steps, each approximately two percent (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.

**SENIORITY:** time spent by an employee in continuous employment by the County in paid or unpaid status as long as there is no break in service.

**SPLIT WORK DAY:** a 24-hour period containing no more than eight (8) or ten (10) non-consecutive hours of work.

**STATUTORY OVERTIME:** is all overtime required to be paid by the Fair Labor Standards Act. Currently, it is all hours worked in excess of forty (40) hours in a regular seven (7) day work period. For employees on a regular fourteen (14) day work period, it is all hours worked in excess of eight (8) in a regular work day or all hours worked in excess of eighty (80) in a regular fourteen (14) day work period.

**WORK SHIFT:** the hours which an employee is scheduled to work within a regular or split workday.

2.3 Fair Labor Standards Act Not Incorporated

The provisions of the FLSA are not hereby incorporated into this contract by the mention of the statute.

**ARTICLE 3: RECOGNITION**

3.1 The County recognizes the Union as the exclusive recognized employee organization for the Skilled Trades Non-Supervisory Unit. The bargaining unit consists of full-time and part-time employees in allocated positions in the classifications listed below:

<u>CLASS NO.</u>	<u>TITLE</u>
5222	Automotive Mechanic
5223	Automotive Technician
5330	Building Maintenance Worker
5331	Building Mechanic I
5335	Building Mechanic II
1703	Communications Technician I

1705	Communications Technician II
5112	Electrician/Instrumentation Technician
5098	Environmental Compliance Inspector
5225	Heavy Equipment Mechanic I
5226	Heavy Equipment Mechanic II
5340	Landfill Facilities Specialist
5224	Lead Automotive Technician
1710	Senior Communications Technician
5228	Senior Heavy Equipment Mechanic
5142	Water Agency Chemist
5129	Water Agency Mechanic
5125	Water Agency Plant Operator
5123	Water Agency Plant Operator In Training
5126	Water Agency Senior Plant Operator
5132	Water Agency Lead Mechanic
5210	Welder

- 3.2 The Union and its authorized representatives have the recognized right to represent members of the bargaining unit on all matters within the scope of representation.
- 3.3 Excluded from the bargaining unit are employees represented by another employee organization under the County's Employee Relations Policy, supervisory and confidential employees.

**ARTICLE 4: TERM OF MEMORANDUM**

- 4.1 The following items shall constitute the complete and full agreement of the parties concerning wages, hours, and other terms and conditions of employment for employees in the bargaining unit. The term of this Memorandum of Understanding shall be July 2, 2018 through July 1, 2019; however, the parties agree that all changes from the 2016-2018 Memorandum of Understanding contained herein will become effective upon adoption by the Board of Supervisors, unless otherwise specified. This Memorandum will expire and otherwise be fully terminated at 11:59 pm on July 1, 2019
- 4.2 In the event the Union or the County desires to negotiate a successor Memorandum of Understanding, it shall serve on the other party by January 30, 2019 its written request to commence negotiations for any successor Memorandum of Understanding.

**ARTICLE 5: UNION RIGHTS AND BENEFITS**

- 5.1 Work Access
- Authorized Union representatives will be given access to work locations during working hours to investigate and process grievances or post bulletins on the bulletin board. The Union representatives desiring access to a work location shall state the purpose of the visit and request the department head's, or designee's, authorization for a reasonable amount of time before the intended visit. The Union shall give to

each affected department head and the Employee Relations Manager a written list of authorized Union representatives. Only those people whose name appears on the current list shall be granted access under this provision.

## 5.2 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 Union. Prior to posting, any material shall be plainly and legibly initialed by an authorized representative of the Union.

## 5.3 Meeting Space

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

## 5.4 Job Stewards

The County recognizes the need and affirms the right of the Union to designate Job Stewards from among employees in the bargaining unit. The Union may designate a reasonable number of Job Stewards to communicate violations of this agreement to the Union staff. For this purpose the County shall grant the Job Steward a reasonable amount of time. While the Union is free to choose its Stewards from employees, it agrees that the number of Steward(s) from any one department, division or work area will not hinder effective working relationships or productivity and delivery of County services. The County will not take reprisal against any Steward for the Steward's protected activities as provided for under this Memorandum. The Union will provide the County's Director of Labor Relations with a current and updated list of Stewards.

## 5.5 Job Steward Training

Upon request of the Union, the County may allow paid release time for a Job Steward to attend the Union's semi-annual training seminar for Job Stewards of Local 39. Mileage and other expenses for these purposes will not be provided by the County. The number of Job Stewards released will be reasonable and not hamper operational needs. Any request granted may be later denied in the event of an emergency condition facing the County.

## 5.6 Dues Check Off

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

5.7 Classification Study Requests

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

5.8 Joint Training On Memorandum

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

**ARTICLE 6: MANAGEMENT RIGHTS**

6.1 Reservation Of Rights

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

6.2 County Rights

The exclusive rights of the County shall include, but not be limited to, the right to determine the organization of County government and the purpose and mission of its constituent agencies; to set standards of service to be offered to the public, and through its management officials to exercise control and discretion over its organization and operations; to establish and effect administrative regulations and employment rules and regulations consistent with law and the specific provisions of this Memorandum; to direct its employees; to take disciplinary action; to relieve and lay off employees from duty because of lack of work or for other legitimate reasons; to determine whether goods or services shall be made, purchased or contracted for; to determine the methods, means and personnel by which the County's services are to be provided, including the right to schedule and assign work and overtime; and to otherwise act in the interest of efficient service to the County.

The County agrees to meet and confer, upon request of the Union, 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 work shall not be subject to meet and confer during the term of this Memorandum.

The County retains its right to assign and place volunteers in accordance with County policy.

## ARTICLE 7: SALARIES AND STATUS CHANGES

### 7.1 Salary

#### 7.1.1 Adjustments

##### a. Cost Of Living Adjustment

Salary scales shall be as specified in Appendix A for each classification in the bargaining unit. Effective with the pay period that begins July 19, 2016, the County shall increase by three percent (3%) the steps of each scale in the Salary Table specified in Appendix A.

Effective with the pay period that begins March 14, 2017, the County shall increase by three percent (3%) the steps of each scale in the Salary Table specified in Appendix A.

- b. The parties agree that in preparation for the next contract negotiation only, that a labor management committee will meet no later than February 28, 2019 to review comparable agencies, classifications and benchmarks. The labor management team shall consist of the following: the bargaining unit team shall include one (1) employee from the Water Agency, one (1) employee from the Department of General Services, and one (1) union representative; the County team shall consist of three (3) representatives from the County . The parties agree that the committee will meet no more than four (4) times. Nothing in this paragraph precludes the parties from discussing comparable agencies, classifications, and benchmarks during negotiations.

##### c. County Comparison Agencies

All county classifications within bargaining unit 0085 shall utilize the following for comparable agency purposes:

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

The benchmark market average will be determined by calculating the total compensation of each benchmark classification within each agency within the composite list of eleven agencies then removing the two agencies showing the highest and lowest total compensation per benchmark classification.

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



match classes must exist in the calculation in order to conclude there is sufficient market data.

#### 7.1.2 Hourly Cash Allowance

Effective the pay period beginning April 20, 2010 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 \$600.00 per month).

This 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.

#### 7.2 Three Steps

Employees in this unit are paid within a three (3) step system, the Steps being E, G, I of the respective salary scale. Any salary changes resulting from changes in status must be carried out within the three (3) step system.

#### 7.3 Salary At Appointment

Except as otherwise provided by this Article 7 appointment to any position in any class shall be made at the minimum rate, i.e., Step E, and advancement to rates greater than the minimum rate, i.e., Steps G and I, shall be within the limits of the salary step for the class. In exceptional cases after reasonable effort has been made to obtain employees for a particular class at the minimum rate of Step E, employment of individuals who possess special qualifications higher than the minimum qualifications prescribed for the particular class may be authorized at Step G or I upon recommendation of the Department with approval of the County.

#### 7.4 Salary Consideration Upon Reappointment Or Return

A full-time or part-time employee who resigns in good standing and is reappointed on a full-time or part-time or extra-help basis in the same or a closely related class in the same or a lower salary scale within two (2) years of resignation shall not be paid less than two (2) steps below the step paid at the time of resignation. Approval of the County is only required if the person is rehired at a step which exceeds the step paid at the time of resignation. A full-time or part-time employee who resigns in good standing and, within one (1) month of the date of resignation, is appointed to an extra-help job in any class may, with approval of the appointing authority, receive the hourly rate which is closest to but does not exceed the step rate received upon resignation.

7.5 Salary Extra-Help To Extra-Help Or Permanent Appointment

An extra-help employee, who is appointed to an allocated part-time or full-time position or on an extra-help basis in any class and without a break in service, shall be paid at a step in the appropriate salary scale which is nearest in amount to that of the step received in the classification held immediately prior to this appointment. Employment at a higher salary step not to exceed the maximum of the scale may be authorized by the County. This provision 7.5 does not apply to the appointment of an extra-help employee to another extra-help position(s) held simultaneously with the first position.

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 (2) years to the same class from which separated or in a closely related class in the same salary scale or in a lower salary scale than the class from which separated shall be paid at the salary step rate closest to but not exceeding the step received at the time of displacement, layoff or voluntary demotion or the step of the scale which is closest to but not exceeding the rate the employee is currently being paid as a County employee, whichever is greater. The employee shall be considered for merit increase when the employee's total hours in paid status before and after separation and restoration equal the number of hours required for merit increase during continuous employment.

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 of the appropriate scale that would constitute an increase of salary most closely equivalent to but not less than five percent (5%) of the employee's salary step before promotion, but not less than Step E of the new class nor greater than Step I 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 7.18.

7.8 Salary – Upon Promotion – Advance Salary Step

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 representing more than a five percent (5%) increase, but which in no way exceeds Step I of the new scale.

7.9 Salary Upon Demotion During Probation

Any full- 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 step reduced to the salary step 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, above, do not apply, who is demoted involuntarily to a position in a class which is allocated to a lower salary scale than the class from which the employee is demoted shall have the employee's salary step reduced to the salary step in the scale for the new class next lower than, or not more than, five percent (5%) lower than the salary step received before demotion, except that the employee shall not be paid more than Step I 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 Or Displacement As A Result Of Layoff

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 of 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 doesn't exceed the salary step received before demotion or displacement but not exceeding Step I of the salary step scale for the new class. The employee's eligibility for merit advancement shall not change as a result of demotion or displacement.

7.12 Building Mechanics – Special Provision

Building Mechanics I or II who were hired after July 1980, do not have the right of demotion to Building Mechanic I class under Sections 7.9, 7.10, or 7.11 above.

7.13 Salary Upon Reappointment From Voluntary Demotion

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

7.14 Salary Upon Transfer

A full-time or part-time employee who transfers from one allocated position to another allocated position in the same job class shall be placed at the same salary step that the employee was receiving prior to the transfer. A full-time or part-time employee who transfers from one allocated position in a job class to another allocated position in a closely related job class 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.

7.15 Salary Upon Reallocation of Class

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

7.16 Salary Upon Reclassification of Position

7.16.1 Salary – Upon Reclassification – 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 in accordance with Civil Service Rules.

7.16.2 Salary – Upon Reclassification – Higher Salary Scale

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

7.16.3 Salary – Upon Reclassification – Lower Salary Scale

Whenever a position is reclassified to a class which is allocated to a lower salary scale, the salary of the incumbent shall be as provided by the section upon voluntary demotion if the incumbent is appointed to fill the position (in accordance with Civil Service Rules). Whenever the effect of reclassification is to reduce the salary of an incumbent, the County may direct that the incumbent shall continue to receive the previously authorized salary step 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.

7.17 Merit Advancement Within Salary Scales

7.17.1 Merit Increase – Not Automatic

Merit increases within a scale shall not be automatic. They shall be based upon merit and shall be made only upon written approval by the County. Merit increases shall be made within the appropriate salary scale for the class by advancing the employee to the new salary step rate which is most closely equivalent to five percent (5%) higher than the previous base hourly salary.

7.17.2 Merit Increase – Total Hours

Each employee shall be considered for an initial merit increase when the employee's total hours in paid status within the current class exclusive of overtime equals 1,040 hours. Each such employee shall be considered for subsequent merit increases when the employee's total hours in paid status at each step to which advanced (not to exceed Step D) equals 2,080 hours, exclusive of overtime.

7.18 Effective Date of Merit Increase

All merit increases will be effective on the date that the employee is eligible in accordance with Section 7.17.

7.19 Direct Deposit

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

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

Effective with the pay period that begins June 5, 2018, each regular, full time, active employee shall receive a one-time, lump sum, pensionable, and non-recurring payment in the amount of two-thousand, five-hundred, ninety-one (\$2,591) to those employees in active status as of the last day of the pay period and prorated based on allocated FTE.

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

**ARTICLE 8: HOURS OF WORK AND OVERTIME**

8.1 Purpose Of This Article

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

8.2 Application

Article 8 applies to the following types of employment:

- a) Full-Time: An allocated position which is regularly scheduled to work eighty (80) hours in a bi-weekly pay period of fourteen (14) consecutive calendar days.
- b) Part-Time: An allocated position which is regularly scheduled to work less than eighty (80) hours in a bi-weekly pay period of fourteen (14) consecutive calendar days. Part-time employees shall be eligible to receive vacation, sick leave, and holiday benefits on a pro rata basis. Usage and accrual of these benefits shall be governed by the same rules and regulations applicable to full-time employees.

8.3 Work Schedules

The County reserves the right to establish and modify work schedules. The County may require and authorize an employee to work overtime if overtime work is necessary in the judgment of the County. As described in Section 8.10, no employee shall work overtime without the prior approval of the County.

### 8.3.1 Flex Time Schedule

In addition, the County reserves the right to utilize a flex-time schedule as defined in Article 2. An employee and the employee's supervisor must agree to assignment to flex-time.

A flex-time work schedule is 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 under which the employee is obligated to perform work and be responsible for flexing the hours of his/her own work schedule in accordance with a written agreement between the employee and the County.

Employees may request and department heads may utilize a flex-time schedule whenever the schedule will benefit the County and will not incur overtime beyond the County's usual and customary overtime needs under the employee's regular work schedule. An employee and the County must agree to and complete a written agreement specifying the work week, scheduled days of the week, and hours to be regularly worked for the flex-time assignment.

Employees assigned to a flex-time schedule will be eligible for overtime when required by law or when the employee's paid status hours exceed forty (40) in the employee's regular seven (7) day work period. The County reserves the right to discontinue the flex-time schedule and reassign an employee to a normal daily work schedule based on the operational needs of the department.

### 8.4 Posting Of Work Schedules

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

### 8.5 Notice Required For Change Of Work Schedules

- a) Except in cases where emergency operations require, notice of a change in work schedule arising from other than transfer or promotion shall be given to the affected employee not less than ten (10) calendar days prior to the effective date of the schedule change.
- b) If the County fails to give the ten (10) days notice to a full-time employee, the County shall pay the affected employee compensation equaling one and one-half (1.5) times the employee's base hourly rate for any hours actually worked outside the employee's prior regular work schedule until the County has given the employee ten (10) calendar days notice. However, for each hour worked that constitutes statutory overtime as defined in Section 8.7, compensation shall be based on the employee's regular rate of pay.
- c) If any full-time employee has been given ten (10) 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. If the County fails to provide the ten (10) days advance notice in this situation, then the hours worked on

the new shift within the same 24-hour work day will be compensated at the overtime rate.

- d) Part-time employees will not be paid overtime for changes in schedule unless it results in an employee working in excess of the normal full-time daily work schedule established by the County or unless it is required to be paid by law.
- e) In the event that changes in work schedules for groups of employees are proposed, the County agrees to consult with the Union prior to implementing any schedule change.

#### 8.6 Schedule – Employee Request For Work Schedule Change

An employee may submit to the County a written request for a schedule change. The County shall not approve an employee's request for a schedule change if the requested schedule would result in overtime being built into the schedule.

#### 8.7 Statutory Overtime

Overtime for all employees is divided into statutory overtime and non-statutory overtime. Statutory overtime for non-exempt employees is currently defined as all hours actually worked in excess of forty (40) hours in a regular 7-day work period.

#### 8.8 Non-Statutory Overtime

Non-statutory overtime is defined as:

- a) hours worked in excess of forty (40) hours in paid status in a regular 7-day work period; or hours worked in excess of eighty (80) paid status hours in a pay period;
- b) hours worked in excess of eight (8) hours (for 5/8 schedule) or nine (9) hours (for a 9/8/1 schedule) or ten (10) hours (for a 4/10 schedule) on a regular work day or in excess of the normal full-time work schedule established by the County;
- c) on the seventh consecutive full (8 or 9 or 10 hour) day actually worked and any consecutive days actually worked thereafter;
- d) any time worked on a holiday as provided for in this Memorandum in the holiday provision.

#### 8.9 Overtime Required And Authorized

The County may require or authorize an employee to work overtime if such overtime work is necessary in the judgment of the County. No employee shall work overtime unless authorized by the employee's supervisor.

#### 8.10 Overtime Earned

All overtime, except as provided below, shall be earned at the rate of one and one-half (1.5) hours for each one (1) overtime hour worked.

### 8.11 Overtime Compensation

Overtime earned shall be compensated either in cash at one and one-half (1.5) times the employee's base hourly rate or as compensatory time off (CTO) at the rate of one and one-half (1.5) hours for each hour earned.

In the event that the compensation of hours at overtime under Sections 8.1 through 8.11 results in an employee's total regular hours in the pay period, exclusive of overtime, being fewer than the employee's regularly scheduled hours, such overtime hours shall be compensated by separating overtime hours worked into regular time (paid at the base hourly rate) and half-time pay (paid at half the base hourly rate) up to a minimum of the employee's allocated biweekly schedule and a maximum of one hundred and twenty (120) hours biweekly.

### 8.12 Compensatory Time Off (CTO) Accrual

An employee assigned to overtime and eligible for compensatory time off (CTO) shall make an irrevocable choice each time overtime is earned whether to be compensated in cash at the employee's base hourly rate or in compensatory time off until the employee has accrued credit for a maximum of forty (40) hours of compensatory time. The County has the right to specify how an employee will be compensated for additional overtime when an employee has an accumulation of forty (40) hours of compensatory time up to a maximum of one hundred twenty (120) hours of compensatory time. This decision is final and not subject to grievance or appeal. After one hundred twenty (120) hours of compensatory time has been accumulated, the department must compensate the employee in cash for any additional overtime worked.

#### a) CTO Accrual – Sonoma County Fair And Exposition Employees

During the Sonoma County Fair season, Fairgrounds' employees will be allowed to accrue overtime worked up to a maximum of 240 hours as compensatory time off. 240 hours is the maximum allowed by the Federal Fair Labor Standards Act. The increased maximum accrual amount will begin a full pay period prior to the opening of the Sonoma County Fair and end a full pay period after the close of the Fair. Fairgrounds' employees may use the compensatory time earned as time off during the fall/winter months through the last full pay period in the fiscal year the compensation was accrued. Normal compensatory time accumulation maximums (80 hours per Section 8.12) will be reinstated July 1<sup>st</sup> of the next fiscal year and any excess compensatory time will be paid off on the first pay period.

### 8.13 Approval Of Compensatory Time Off

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

### 8.14 Compensatory Time Off – Payment At Separation

Each employee who is separated from County service shall be paid for accrued compensatory time off at the employee's base hourly rate at the time of separation.



8.15 Overtime Provisions Not Cumulative

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

8.16 Rest Periods

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

8.17 Meal Periods

Employees shall be granted a duty-free meal period during each work shift. The duration of the meal period may be not less than thirty (30) minutes nor greater than sixty (60) minutes. Different meal periods may be assigned to different work units in the same County department or division. Duty-free meal periods shall not be considered as time worked.

In those special circumstances where the County determines a duty-free meal period is not appropriate with the delivery of efficient and productive services to the public, as determined by the County, the employee shall be assigned to a non duty-free meal period which shall be considered time worked. If the County plans to assign an employee to a non duty-free meal period, the department shall give the affected employees advanced written notice and provide an opportunity for the affected employees to discuss the issue if requested with the County before final action is taken. If the County plans to create a duty-free meal period where one does not exist, the department will give the affected employees advanced written notice and provide an opportunity for the affected employees to discuss the issue if requested with the County before final action is taken. Employees or the Union shall have the right to request a change in the status of their meal period (from a duty-free status to a non duty-free or the opposite) at any time during this Memorandum. Upon such request, the County designee shall meet and discuss the request with the employees and consider fully the possibility of granting the request.

If an employee is required to work over four (4) consecutive hours of overtime, an employee will be entitled to one (1), one-half (1/2) hour paid meal period to be taken after the fourth (4th) consecutive hour or, if infeasible, at the conclusion of the job.

8.18 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 14-day regular work period.

## **ARTICLE 9: PREMIUM PAY & OTHER COMPENSATION**

### **9.1 Call Back**

Whenever an employee is ordered by the department head, or designee, to return to duty following the termination of the employee's normal work shift and departure from the work site, the employee shall receive a minimum payment of three (3) hours at the overtime rate or overtime compensation for the actual time worked, whichever is greater. Time worked for which the employee is entitled to compensation shall include reasonable travel time to and from the employee's residence. For purposes of computing statutory overtime, only time actually worked and travel time shall be considered. The remaining time shall be considered non-statutory overtime. The County shall not pay an employee for more than one call back during the same period of time. The County shall not pay an employee for call back pay, standby pay, and phone work pay during the same period of time.

### **9.2 Phone And VPN Work**

With the County's approval, an employee may be called upon to resolve work related problems by telephone or by the use of a virtual private network (VPN) without returning to the work site. The time spent actually on the phone or working via VPN shall be treated as time worked. Compensation for this work shall be a minimum of one (1) hour of overtime compensation for any and all telephone calls received or made or VPN work performed within that one (1) hour period. In the event a later telephone call is received after the prior one hour of telephone work time, and the call required the employee to again resolve work-related problems by telephone or VPN work, the employee shall be paid for an additional one hour of overtime compensation for all telephone calls received within that next hour. Phone and VPN work performed during a regularly scheduled telecommuting assignment is not eligible for payment under this Article. The County shall not pay an employee for call back pay, standby pay, and phone work pay during the same period of time.

### **9.3 Standby**

An employee who is released from duty and assigned by the County to be on standby, shall be eligible for standby premium pay. Standby duty assignment requires that an employee designated by the County, be ready to respond immediately, be reachable by telephone, be able to report to work within a specified period of time, and refrain from activities which might impair the employee's ability to perform assigned duties. Employees assigned to standby shall be compensated at the rate of \$4.50 per hour for every hour assigned to standby with a minimum eight (8) hour standby assignment. Standby time is not to be construed as work time. In no case shall an employee continue to receive standby pay once called back to work, or while guaranteed call back minimum is paid. The County shall not pay an employee for call back pay, standby pay, and phone work pay during the same period of time.

#### 9.4 Shift Differential

All employees who are assigned to and actually work an evening or night work shift as defined below shall be paid as follows:

- 1) An additional five percent (5%) above the employee's base hourly rate for each hour actually worked on an evening shift.
- 2) An additional ten percent (10%) above the employee's base hourly rate for each hour actually worked on a night shift.

For purposes of this premium, an evening shift is defined as beginning at or after 2:00 p.m. and prior to 10:00 p.m., and a night shift is defined as beginning at or after 10:00 p.m. and prior to 5:00 a.m. An employee assigned to and who actually works a split shift shall receive shift differential based on the time of the beginning of each half shift in accordance with times specified above.

An employee assigned to and who actually works a relief shift assignment shall receive shift differential of seven and one half percent (7 1/2%) above the employee's base hourly rate for each hour actually worked on the relief shift assignment. When an employee works a relief shift assignment more than thirty (30) consecutive work days, the 7 1/2% pay shall be increased to ten percent (10%) for all subsequent work days on the continuing relief shift assignment. The 7 1/2% and 10% relief shift differentials shall be in lieu of any evening or night shift differentials the employee would otherwise be eligible to receive. A "relief shift assignment" is a regular shift assignment requiring the employee to work any combination of day, evening and night shifts for at least a full work week.

#### 9.5 Premium Pay for Leading Non-County Workers

An employee who is assigned to lead a work crew of three (3) or more non-County workers including but not limited to the General Assistance, Adult Offender, Honor Farm, or Community Service programs, shall be entitled to receive a premium of five percent (5%) of the base hourly rate for all hours assigned to this task.

#### 9.6 Water Agency Plant Operators

An employee in the class of Water Agency Plant Operator who installs, tests, repairs or performs major mechanical work on wastewater treatment plant equipment and machinery shall receive a premium of fifty cents (\$0.50) per hour for the time spent assigned to and actually performing mechanical tasks. These mechanical tasks shall include dismantling (not disconnecting) pumps, blowers, motors, etc.; troubleshooting panels and diagnosing problems; replacing broken or worn parts or packing; or other tasks where a mechanic would routinely do the job.

#### 9.7 Water Agency Certification Incentive Pay

- a. Any Water Agency Senior Plant Operator who receives a California Wastewater Plant Operator Grade IV certificate while employed by the Water Agency will receive a one-time \$1,000 bonus.

- b. Any Water Agency Mechanic or Lead Mechanic who receives a California Water Environment Association Plant Maintenance Mechanical Technologist Grade II certificate while employed by the Water Agency will receive a one-time \$1,000 bonus.
- c. Any Water Agency Chemist who receives a California Water Environment Association or AWWA Laboratory Analyst Grade III certificate while employed by the Water Agency will receive a one-time \$1,000 bonus.
- d. Any Water Agency Environmental Compliance Inspector who receives a California Water Environment Association Environmental Compliance Inspector Grade III certificate while employed by the Water Agency will receive a one-time \$1,000 bonus.
- e. Any Electrician/Instrumentation Technician who receives a California Water Environment Association Plant Maintenance Electrical/Instrumentation Technician Grade II certificate while employed by the Water Agency will receive a one-time \$1,000 bonus.
- f. Any Water Agency Auto Mechanic who receives both an ASE Vehicle Technician - Brakes, and ASE Vehicle Technician - Engine while employed by the Water Agency will receive a one-time \$1,000 bonus for earning both certificates.
- g. Any Water Agency Heavy Equipment Mechanic who receives both an ASE Medium/Heavy Truck Technician and ASE Diesel Engine Certificates while employed by the Water Agency will receive a one-time \$1,000 bonus for earning both certificates.
- h. Any Water Agency Plant Operator, Senior Plant Operator, Water Agency Mechanic, Electrician/Instrumentation Technician, Water Agency Chemist or Environmental Compliance Inspector who, while in the employment of the Agency, earns any one certificate in the Distribution Certificate series (D1, D2, or D3) will receive a one-time bonus of \$500. This bonus will be paid only once, for any level of certificate in the series. Any subsequent certificates received in the series will not receive a bonus payment.

9.8 Heavy Trucks Operation – Definition

A heavy truck shall be defined for the purposes of this Article as any vehicle requiring a Class B driver's license or higher.

9.9 Heavy Trucks Operation – Daily or Intermittent Assignment

A Fairgrounds Building Mechanic I/II, Building Maintenance Worker, Water Agency Mechanic, Water Agency Lead Mechanic or Transportation and Public Works Building Mechanic I/II who is assigned to drive a heavy truck and do service maintenance as required on a day-to-day or intermittent basis shall be paid an additional hourly rate of \$2.45 for every hour worked up to four and one-half (4.5) hours per day if working eight-hour days, for every hour worked up to five (5) hours per day if working nine-hour days and for every hour worked up to five and one-half (5.5) hours per day if working ten-hour days.

9.10 Communications Tower Maintenance

Each employee in the classification of Communications Technician I, Communications Technician II or Senior Communications Technician when assigned to perform work ten (10) feet or more above the ground on the communications towers only, shall be paid an additional hourly rate of \$1.50 per hour for a minimum of two (2) hours and for each additional hour or portion thereof the employee is so assigned.

9.11 Temporary Assignment to a Higher Class

An employee assigned by the County to perform the majority of duties of a higher classification to fill a vacancy caused by resignation, termination, promotion or an extended leave of absence, must complete the required personnel forms and must meet the minimum qualifications of the higher classification. An employee assigned temporarily to a higher class shall be paid according to the salary of the scale for the new class at a step most closely equivalent to five percent (5%) greater than the employee's salary before promotion, but not less than minimum salary of the new class, nor greater than the maximum salary of the new class. The employee shall receive this salary as long as the employee continues to serve in the assignment and shall be entitled to receive increases for the higher class as described in section 9.12 below.

9.12 Temporary Assignment – Merit Increase Eligibility

Temporary assignments shall be administered in the following manner:

- a) If an employee assigned to a higher class has not yet reached the “I” step in the lower class, in-service hours while temporarily assigned to a higher class shall count as time served in the lower class for purposes of merit increase(s). If an employee reaches the “I” step of the lower class while temporarily assigned to a higher class, all subsequent in-service hours worked while assigned to the higher class will begin counting toward a merit increase in the higher class.
- b) If an employee is at the “I” step of the lower class when assigned to the higher class, in-service hours while temporarily assigned to a higher class shall count as time served in the higher class for purposes of merit increase(s) beginning with the first hour assigned in the higher class.
- c) An employee who is subsequently reassigned by the County within 12 months of the ending date of the most recent temporary assignment to a higher class shall be considered for a merit increase in the higher class when the employee’s total cumulative hours in the higher class are in accordance with Subsection 7.17.2 - Total Hours required for a merit increase.

However, if the employee received credit toward a merit increase in the lower class for hours worked in a temporary assignment as provided in Section 9.11, these hours shall not also count toward a merit increase in the higher class.

## ARTICLE 10: HOLIDAYS

### 10.1 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. All holidays shall be reduced proportionately by any unpaid time in the pay period in which it is earned.

- a) New Year's Day, January 1st\*
- b) Martin Luther King, Jr.'s Birthday, the third Monday in January
- c) Lincoln's Birthday, February 12th\*
- d) President's Day, the third Monday in February
- e) Cesar Chavez Day, March 31<sup>st</sup>\*
- f) Memorial Day, the last Monday in May
- g) Independence Day, July 4th\*
- h) Labor Day, the first Monday in September
- i) Veteran's Day, November 11<sup>th</sup>\*
- j) Thanksgiving Day, as designated by the President
- k) The day following Thanksgiving Day
- l) Christmas Day, December 25<sup>th</sup>\*
- m) Each day appointed by the Governor of the State of California and formally recognized by the Board of Supervisors of Sonoma County as a day of mourning, thanksgiving, or special observance.

\*Date Specific Holidays

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

The entitlement to and accrual of floating holiday and holiday eve hours is eliminated effective June 30, 2013. Hours accrued prior to the elimination of floating holiday hours and holiday eve hours will remain in the Compensatory Bank, and may be taken as time off on a day mutually agreeable to the employee and the Department Head and may not be cashed out. Only an employee who is separated from County service shall be entitled to payment for any remaining hours with the Compensatory Bank at the employee's base hourly rate at the time of the employee's separation.

### 10.3 Holidays – Observed

If a date-specific holiday listed in section 10.1 falls on a Saturday, the preceding Friday shall be the County observed holiday. If a date-specific holiday falls on a Sunday, the following Monday shall be the County observed holiday. All date-specific holidays listed in section 10.1 shall be observed on the date specified in Section 10.1.

### 10.4 Holidays – Compensation Full-Time Employees

A full-time employee whose assigned work schedule does not include the date-specific holiday or the observed holiday, shall observe the holiday (and not work) on one of the employee's regularly scheduled work days during the same pay period as the County observed holiday or during the pay period immediately preceding or following the same pay period as the County observed holiday. 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. The County shall pay an employee who actually works on either the date-specific holiday or the County observed holiday listed in Section 10.1 at the overtime rate. The County shall compensate an employee who works on both the date-specific holiday and the County observed holiday listed in Section 10.1 at the overtime rate for one holiday and at straight time based on the employee's base hourly rate of pay for the other holiday. Unless required by law, only one day shall be paid at the overtime rate of pay.

10.5 Holidays – Compensation – Employees on Leave Without Pay

An employee on leave without pay who has paid leave remaining (including vacation, sick leave, or compensatory time), shall not be permitted to use that paid leave to demonstrate that the employee was in paid status on the employee's regularly scheduled workdays before and after the holiday as required by Section 10.1.

10.6 Holidays – Compensation Part-Time Employee

For each holiday listed in section 10.1, each part-time employee shall receive holiday pay equivalent to 1/10th of an hour for each hour regularly scheduled to be worked based on the employee's ongoing work schedule. If the employee's total hours in paid status (excluding the holiday benefit) exceed the hours regularly scheduled to be worked, the employee shall receive holiday pay equivalent to 1/10 of an hour for each hour in paid status (excluding the holiday benefit). This holiday pay shall not exceed eight hours for each holiday nor, for a part-time employee, be less than 3.2 hours for each holiday in the pay period.

10.7 Floating Holiday

Each bargaining unit member will be granted eight floating holiday hours each calendar year, provided the employee is in paid status on the employee's regularly scheduled workdays before and after 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 his designee. The floating holiday hours may be taken at any time during the calendar year, but may not be carried over into the next calendar year. Further, there will be no cash out of floating holiday hours. Floating holiday hours must be taken in no less than 1/10 of an hour increments.

**ARTICLE 11: TOOLS AND EQUIPMENT**

11.1 County Provided Tools And Equipment

Except as provided in Section 11.2, below, the County agrees to provide all tools, equipment and supplies reasonably necessary to bargaining unit employees for performance of employment duties.

## 11.2 Employee-Provided Tools

Employees assigned to Fleet Operations, Sonoma County Fair and Exposition, Inc. or Water Agency as an Automotive Mechanic, Automotive Technician, Heavy Equipment Mechanic, Lead Automotive Technician, Senior Heavy Equipment Mechanic, or Welder are required to provide the tools necessary to perform all assigned work within their particular job classification. The job description for each of these classifications will be revised, as needed, to clarify that employees are required to provide the tools necessary to perform all assigned work within the job classification.

## 11.3 Tool Replacement And Care

The County agrees to reimburse employees at replacement value for tools broken during normal usage or for tools stolen from the work site, subject to the following guidelines:

- a) No reimbursement is authorized for loss primarily attributable to the claimant's own negligence or carelessness.
- b) If an employee in a job classification listed in Section 11.2 wants his personally-owned tools to be insured by the County against loss or damage at work, the employee shall provide the County with an inventory of the employee's tools, including type of tool, quantity, make and condition. The inventory shall be forwarded to the department designee and updated as the employee deems necessary. Within seven (7) working days from receiving the employee's inventory list, the County will provide written acknowledgment of receipt. The County shall not provide insurance coverage or replacement reimbursement for any damaged or stolen tool that is not on the tool inventory provided by the employee. The County will provide a copy of each employee's master tool list each year, by the first week in January, upon request.
- c) All tools must be stored in a cabinet, box, or locker with locks in good working order. All tools shall be locked prior to the employee leaving the work site.
- d) All losses shall be reported to the County in writing as soon as discovered.
- e) Cabinets and chests will be considered tools. This policy does not include electronic equipment unless it has been authorized for use by the County. The procedures for reimbursement shall be the same as the personal property reimbursement guidelines as outlined in Board of Supervisors Resolution No. 56420 dated January 18, 1977.
- f) Non-County workers are not entitled to use the personal tools of an employee in the bargaining unit.

## 11.4 After Duty Hours Access To Personal Tools

Employees assigned to Fleet Operations or Water Agency as an Automotive Mechanic, Automotive Technician, Heavy Equipment Mechanic, Lead Automotive Technician, Senior Heavy Equipment Mechanic, or Welder shall have security access to the



employee's personal tools for fifteen (15) minutes after shop hours and during the employee's non duty time for the purpose of removing the employee's personal tools from the worksite. Employees removing their tools shall return them to the shop to be available their next scheduled work day.

## **ARTICLE 12: PERSONAL PROPERTY REIMBURSEMENT**

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

## **ARTICLE 13: WORK CLOTHES**

### **13.1 Uniforms And Work Clothes**

The County may prescribe reasonable work clothes and uniform standards for employees. The County may also provide employees with uniforms and work clothes as required by the County and maintain, repair or replace the required work clothes and uniforms, all at no cost to the employee. Uniforms and work clothes standards or those items actually furnished by the County may vary among different classifications and work groups or locations.

In its sole discretion, the County shall determine which classifications shall wear uniforms as a condition of employment. The parties acknowledge that County uniforms are not suitable for everyday wear outside working hours, and employees shall wear the uniforms only while on duty and traveling to and from County work.

County departments will replace, when necessary, the existing uniforms with uniforms having a cotton/polyester fabric.

The County will provide two (2) jackets to each employee in the bargaining unit. Jackets may be laundered, repaired or replaced, as needed by the County. Machinist aprons for mechanics who work on the machinery in the Water Agency Operations Center will be provided.

### **13.2 Raingear**

The County will provide adequate raingear for employees whose work places them in need of raingear. Raingear will be provided at no cost to employees.

### **13.3 Safety Boots/Shoes**

In its sole discretion, the County shall determine the protective safety boots/shoes required by County regulations, CAL OSHA, State, or Federal regulations/law for

the assigned tasks. In its sole discretion, the County shall determine which classifications shall wear safety boots/shoes as a condition of employment.

Each employee shall maintain for use at work two (2) pair of safety shoes or boots as determined to be needed and approved by the employee's department head. ESD shoes or boots will be included on the safety shoes eligibility list at the manager's discretion for employees who work with electricity. The County will supplement the cost of each pair of the safety shoes or boots and approved accessories including the cost of re-soling said safety shoes or boots through the use of vouchers worth \$200/pair. A newly hired employee will receive a voucher good for one (1) pair of safety shoes or boots and approved accessories at the beginning of the employee's probationary period and the second voucher when the employee obtains permanent status. Whenever a pair of an employee's supplemented safety shoes or boots are not serviceable and repairable because of wear or damage, the employee will receive a new voucher to use to replace the unserviceable pair.

13.4 Responsibility of the Employee

Each employee issued prescribed work clothes, uniforms or safety apparel shall be expected to wear and possess all items required for the employee's specific work assignment. Any employee not in conformance with the above section may be subject to discipline.

**ARTICLE 14: STAFF DEVELOPMENT**

14.1 Staff Development

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

14.2 Staff Development and Wellness Benefit Allowance Program

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

14.2.1 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:

	Full-Time	Part-Time
Annual Staff Development/Wellness Benefit Allowance	\$500	\$250
Annual Staff Development/Wellness Benefit and Tool Allowance For JC's	\$550	\$275

	Full-Time	Part-Time
Annual Staff Development/Wellness Benefit Allowance	\$500	\$250
Specified in Sec. 14.2.2 Who Provide Their Own Tools		

Total funds per fiscal year can be used for Staff Development and/or Wellness expenditures and/or if eligible, Tool Allowance. Funds may not be carried over into the next fiscal year. Use of Staff Development/Wellness Benefit and/or, if eligible, Tool Allowance funds subject to approval and provisions of the Staff Development Administrative Manual and non-job related expenses may be taxable pursuant to the Internal Revenue Code.

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

Fiscal Year 15/16 carryover funds remaining as of July 19, 2016 may only be used for approved non-taxable Staff Development as described in County's Staff Development Benefit Allowance Administrative Program Document. Fiscal Year 15/16 carryover fund purchases must be made and submitted by December 31, 2016. Any Fiscal 15/16 carryover funds remaining as of January 1, 2017 will be forfeited.

14.2.2 Tool Allowance/Staff Development and Wellness Allowance

Full time employees who are required to provide their own personal tools to perform mechanic work may receive up to \$550 of Tool Allowance and Staff Development/Wellness Allowance. Part-time employees may receive up to \$275 of Tool Allowance/Staff Development and Wellness Benefit Allowance provided in this section.

The following employees are required to provide their own tools and are eligible for Tool Allowance/Staff Development and Wellness Benefit Allowance: employees assigned to Fleet Operations, Sonoma County Fair and Exposition, Inc. or Water Agency as an Automotive Mechanic, Automotive Technician, Heavy Equipment Mechanic, Lead Automotive Technician, Senior Heavy Equipment Mechanic, or Welder.

Employees who receive a Tool Allowance/Staff Development and Wellness Benefit Allowance may use their allowance to purchase/replace tools or for any approved Staff Development reason; however, \$550.00/\$275.00 shall be the maximum amount available for any combination of tool purchase/replacement and Staff Development/Wellness Benefit.

#### 14.2.3 Staff Development Benefit – Computer Hardware and Mobile Devices

The Staff Development funds may be used towards reimbursement for the purchase of computer hardware and mobile devices as defined in the County's Staff Development Benefit Allowance Program Administrative Manual. Monthly service charges for internet and mobile communication connections are not reimbursable under the Program. The use and approval of all computer hardware and mobile devices is subject to review by the department head (or may be delegated to a senior manager only) and is subject to the specific job requirements for each job classification in that department. All computer hardware and mobile devices must be directly job related, must be used for County business a minimum of 50% of their use and requires department head (or senior manager designee) authorization in order to qualify for reimbursement. Department head authorization for the use of this benefit towards reimbursement for computer hardware and mobile devices must be outlined and approved in the employee's annual Professional Development Plan or proposal and will be considered together with other staff development training and educational priorities required by the department head. 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 regular scheduled work time or on non-work days unless the work is authorized as described in Section 8.10 (Overtime Required and Authorized) of this MOU by the employee's designated supervisor.

#### 14.3 Staff Development – Continuing Education Courses

Employees in allocated positions are eligible for Continuing Education Courses. Those courses taken on County time must be directly related to an employee's present position, or career advancement within the present department, and be approved by the County. When a Continuing Education Course that is directly related to the employee's present position or career advancement within the employee's present department is offered during an employee's normal work schedule, the County may approve Continuing Education leave for the employee. Approval of one course in a series does not automatically constitute approval for the entire series unless specifically authorized by the County. Continuing Education leave shall be considered as time worked.

#### 14.4 Staff Development – In-service Training

Departments shall seek the prior advice and suggestions of employees on what training, special projects or equipment the department should spend its annual in-service training funds which may be available for covered employees in accordance with departmental policy and available funds. When a department purchases new equipment that will be used and maintained by employees, the department will make reasonable effort to provide appropriate training, or to obtain appropriate training with the purchase of the new equipment, for employees who will be expected to operate

and/or maintain the equipment. In-service training courses to be attended by an employee shall have a direct bearing on the work of the employee. Approval for training will be at the discretion of the department head. In-service training for all employees shall be made available in accordance with departmental policy and available funds and be consistent.

#### 14.5 Staff Development – Non-Grievable

Article 14 of this MOU shall not be grievable or appealable under any County policy, resolution, rule or contract provision.

### **ARTICLE 15: HEALTH AND WELFARE BENEFITS FOR ACTIVE EMPLOYEES**

#### 15.1 Active Employee Health Plans

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

If an employee is also eligible to cover their dependent child/children, each child will be allowed to enroll as a dependent on only one employee or retirees' plan (i.e., an employee and his or her dependents cannot be covered by more than one 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 15.2.6 (Part-Time Employees – Health Benefits) regarding plans offered and pro-ration of benefits for part-time employees).
- An eligible dependent is (as defined in each plan document/summary plan description):
  - Either the employee's spouse or domestic partner; or
  - A child based on your plan's age limits or a disabled dependent child regardless of age.

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

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

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

Effective the pay period beginning July 19, 2016 for coverage beginning August 1, 2016, health plan coverage will be paid on a semi-monthly basis (24 payments per year).

#### 15.2.1 County Offered Medical Plan(s)

The County will offer at least three medical plans, the County Health Plan PPO, County Health Plan EPO, and Kaiser HMO (\$10 co-pay) Plan. The benefit provisions, co-payments, and deductibles of each plan are outlined in Summary Plan Description or Evidence of Coverage.

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.

#### 15.2.2 County Contribution Toward Active Employee Medical Benefits

Effective the pay period beginning May 22, 2018, with the intent to have premiums paid in the pay period(s) required for coverage to be effective June 1, 2018, the County shall contribute up to a maximum of the following amounts based on the level of coverage for employees enrolled in County-offered medical coverage for any eligible full-time regular employee and their eligible dependent(s).

Employee only monthly)	\$629 per month (\$314.50 semi-
Employee plus one monthly)	\$1,257 per month (\$628.50 semi-
Family monthly)	\$1,779 per month (\$889.50 semi-

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 15.2.6 (Part-Time Employees – Health Benefits).

#### 15.2.3 Dental Benefits

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

The employee contribution shall be \$13.04 semi-monthly (\$26.08 per month). The semi-monthly deduction is effective the pay period beginning July 19, 2016 for coverage beginning August 1, 2016.

Effective June 1, 2018 and continuing beyond the term of this MOU, unless and until otherwise changed by agreement by the County and Local 39, the

employee contribution shall be suspended, resuming June 1, 2020.

The County shall contribute to part-time eligible employees on a pro-rated basis, in accordance with Section 15.2.6 (Part-Time Employees – Health Benefits).

#### 15.2.4 Vision Benefits

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

Part-time employees will 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 15.2.6 (Part-Time Employees – Health Benefits).

#### 15.2.5 Life Insurance

The County shall offer a basic term-life insurance plan in the amount of \$20,000 for an allocated full-time equivalent position of sixty (60) hours or more (0.75 FTE or more) with no employee contribution. Enrollment in basic life insurance is automatic, based on eligibility.

Effective August 1, 2016, the life insurance coverage amount for employees will be in an amount equal to one (1) times their annual base salary. Enrollment in basic life insurance is automatic, based on eligibility.

Each eligible and enrolled employee may purchase, through payroll deduction, dependent coverage of \$5,000 for each eligible dependent. Benefit provisions are outlined in the Schedule of Insurance or Group Insurance Policy. Eligible employees may purchase additional life insurance for themselves at their own expense upon initial eligibility or during the annual enrollment period specified in Section 15.2 (Enrollment in County Offered Health (Medical, Dental, Vision, Life Insurance) Plans). The employee may purchase supplemental coverage in increments of one times (1X) to four times (4X) the basic coverage to a maximum of \$500,000, in accordance with the insurance carrier's policy. Participating employees and the County will be required to follow the insurance company's contracted requirements with respect to maximum amounts and the necessity for evidence of insurability in order to be eligible to receive the benefit as may be amended from time to time and may be based on actual participation by County employees in the program. An employee enrolled in supplemental coverage who moves from one age bracket to the next higher bracket will have to pay the rate of the higher age bracket beginning the January of the year the employee moves to the higher age bracket.

Effective August 1, 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 additional life

insurance coverage purchased by the employee, in accordance with the insurance carrier's policy.

**15.2.6 Part-Time Employees – Health Benefits**

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

**15.2.7 Health Reimbursement Arrangement (HRA) Contribution**

Effective the pay period beginning on July 19, 2016, the County shall cease contribution to the HRA account described in this section. Effective the pay period beginning July 19, 2016, the County will instead convert such HRA contribution into medical insurance premiums as described in 15.2.2.

Between July 1, 2016 and July 18, 2016, all eligible full and part time employees enrolled in a County sponsored medical plan will receive a contribution into a Health Reimbursement Arrangement (HRA) and can participate in the HRA plan based on County medical plan enrollment as described in this Article 15. Eligible employees who waive medical coverage and are not enrolled in a County sponsored medical plan will not receive a contribution into the HRA.

The County will contribute the amount specified in the table below, per paid status hour to a maximum of 80 hours per biweekly pay period. The County will contribute to eligible part-time employees on a pro-rated basis, in accordance with Section 15.2.6.

**Effective 6/9/2015 - 7/18/2016**

	<b>Per Paid Status Hour</b>	<b>Monthly Equivalent</b>
EE only	\$0.29	\$50.00
EE +1	\$0.94	\$164.25
EE + 2	\$2.30	\$400.00

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

HRA contributions made pursuant to this section are separate and apart from HRA contributions and benefit eligibility for Retiree Medical for employees hired on or after January 1, 2009, pursuant to Article 16. Health benefits in this Article 15 are available only to active employees. When this



MOU ends on July 1, 2018, the parties agree that the health benefits in this Article 15 are subject to negotiations for a successor MOU.

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

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

### 15.3 Employee Assistance Program

The County shall continue the current level of benefits under the Employee Assistance Program for all employees represented under this MOU for the term of this Memorandum.

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

### 15.4 Long-Term Disability

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

#### 15.4.1 Long-Term Disability – Claim Disputes

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

### 15.5 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.

#### 15.5.1 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 biweekly 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.

#### 15.6 Medical/Dental/Vision 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 pay status to less than fifty percent (50%) of the employee's FTE in a pay period, the County will cease to pay its normal benefit contributions. The employee must pay the total benefit premiums if the employee desires to continue 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 pay status to no less than fifty percent (50%) of the employee's FTE in a pay period, the County will continue to pay its normal benefit contributions.

#### 15.7 Medical / Pregnancy Disability Leave

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

An employee who returns to work from medical or pregnancy disability leave without pay prior to the exhaustion of the thirteen (13) pay periods of entitlement under this Article shall not have the thirteen (13) pay period entitlement reduced for any pay period in which the employee is in pay status for at least fifty percent (50%) of the employee's allocated full-time equivalent as specified in this Section 15.7(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 pay 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 FMLA/CFRA/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 fifty percent (50%) allocated full time equivalent in pay status, eligibility for a County contribution toward health benefits is regained. Benefit coverage begins the first of the following month.

#### 15.8 Continuation Of Health Benefits Coverage

An employee who is entitled to continued benefit coverage as specified in Section 15.6 (Health Benefits During Leaves of Absence - Non-Medical Leaves Without Pay) and Section 15.7 (Medical/ Pregnancy Disability Leave) above, must notify the ACTTC no later than five (5) County business days after the first day of the leave of absence, of the employee's intent to continue insurance coverage. A request for Leave of Absence (without pay) form signed by the employee and his/her Department shall be forwarded to the ACTTC's office when leave is authorized.

To assure continued insurance coverage, premiums shall be paid by the employee to the ACTTC's Office no later than the last day of the pay period or the date specified in the notice. If the employee fails to pay the premium by the due date, he/she will receive one (1) reminder notice. In order to prevent a lapse in coverage due to non-payment, the employee shall pay a \$25.00 late charge in addition to the premium amount due by the date specified in the reminder notice. Only one reminder notice will be sent. If the employee fails to make proper payment within 30 days of the first due date, the employee's medical, dental, vision, life insurance, and Long Term Disability coverage shall be terminated. Coverage will not be reinstated until the first of the month following return to pay status.

#### 15.9 Part-Time Employees-Health Benefits During Leave of Absence

Part-time employees shall be eligible to participate in the medical benefit plans and/or the dental plans on a prorated basis, as defined in Section 15.2.6 (Part-Time Employees-Health Benefits). For pay periods with no pay status hours, pro-ration shall be based on the employee's FTE.

#### 15.10 COBRA

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

#### 15.11 Salary Enhancement Plans

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

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

##### IRS Section 125: Premium Conversion

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

##### Health Flexible Spending Account

The County provides a Health Care 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 the above 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.

#### 15.12 Plan Documents And Other Controlling Documents

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

#### 15.13 Affordable Care Act Reopener

The parties agree to reopen article 15, entitled "Health and Welfare Benefits for Active Employees", to meet and confer over any changes or impacts to the County's obligations under Article 15, presented by implementation of the Affordable Care Act (ACA).

**ARTICLE 16: MEDICAL BENEFITS FOR FUTURE RETIREES**

16.1 Retiree Medical Coverage

An eligible retiree and eligible dependent(s) (as defined below), may be enrolled in a County offered medical plan, but is allowed only to enroll either as a subscriber in a County offered medical plan or, as the dependent spouse/domestic partner of another eligible County employee/retiree, but not both. If an employee/retiree is also eligible to cover their dependent child/children, each child will be allowed to enroll as a dependent on only one (1) employee or retirees' plan (i.e., a retiree and his or her dependents cannot be covered by more than one (1) County-offered health plan).

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

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

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

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

- 1) Completed at least ten (10) years of consecutive regular full-time paid County of Sonoma service employment. The equivalent worked or purchased regular part-time County service time can be counted toward the ten (10) years. However, any miscellaneous purchased service time such as extra-help, contract, and leave of absence service time does not count toward this eligibility requirement, and
- 2) Have been a contributing member of the Sonoma County Employees' Retirement Association (SCERA) for the same time period, and
- 3) Retire directly from Sonoma County service.
- 4) Current retirees receiving a County contribution for retiree medical based on eligibility at the time of their retirement who do not meet the 10 year requirement as listed above are grandfathered in at the eligibility at the time of their retirement.
- 5) Laid-Off & Restored Employees. Employees who were employed by the County prior to January 1, 2009, but who were laid off thereafter shall be eligible for the benefits described in this Article 16.2 provided that they are subsequently restored to County employment, pursuant to Civil Service Rule 11.4, rejoin the County retirement system, and are otherwise eligible for retiree medical benefits under this section. The break in service caused by the layoff shall be bridged upon restoration such that, although no service

time is earned during the break, consecutive service is restored for eligibility for this benefit. To the extent allowed by law they shall not be eligible for the benefits described in Article 16.3 (County Contribution toward Retiree Medical Plans – Employees Hired On or After January 1, 2009 – Effective January 1, 2009).

B. County Contribution:

The County will contribute toward the cost of County offered medical plans of any eligible retiree, whether or not the retiree covers eligible dependents, an amount not less than five hundred dollars (\$500.00) a month. The retiree is responsible for all costs (including premiums) that exceed the County's contribution.

C. Additional Dependents:

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

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

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

A. Eligibility

- 1) An employee must have been a contributing member (or a contribution was made on their behalf) of the Sonoma County Employees' Retirement Association (SCERA) for the eligibility period described below.
- 2) Regular full-time employees and part-time employees in an allocated position of 0.5 full-time equivalent or greater, hired on or after January 1, 2009 are eligible to receive a County HRA contribution, if they have completed two (2) full years of consecutive Sonoma County regular service (excluding overtime) in paid status.
- 3) If an employee separates employment before meeting the eligibility requirement, the employee shall receive no benefit.
- 4) Laid-Off & Restored Employees. Employees who were employed by the County on or after January 1, 2009, but who were laid off thereafter shall be eligible for the benefit described in this Article 16.3 provided that they are subsequently restored to County employment, pursuant to Civil Service Rule

11.4, rejoin the County retirement system, and are otherwise eligible for retiree medical benefits under this section. The break in service caused by the layoff shall be bridged upon restoration such that, although no service time is earned during the break, consecutive service is restored for eligibility for this benefit.

B. County Contribution

1) Initial County Contribution:

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

2) Regular County Contribution:

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

3) Access To Account Balance:

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

4) Survivors Of Eligible Retirees With Account Balances:

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

- b. Domestic partners are not permitted access to the account balances of the participant by virtue of restrictions in the federal regulations that govern these types of accounts.

5) Forfeiture Of Account Balance:

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

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

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

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

One eligible surviving dependent will be allowed to continue their coverage if the surviving dependent meets each of the following criteria:

- 1. Has been an eligible dependent of a retiree who was eligible to receive a contribution toward a County offered retiree medical plan under Section 16.2 prior to the death of the retiree, and
- 2. Either be enrolled or have waived coverage at the time of the retiree's death.

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

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

Upon the death of a retiree enrolled in the Defined Contribution retiree medical benefit plan (as defined in Section 16.3), eligible surviving dependents may continue



participation in the County offered medical plan but remain responsible for all costs (including premiums).

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

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

**ARTICLE 17: LEAVES OF ABSENCE**

17.1 Vacation Accrual

Each employee shall accrue and may use vacation leave with full pay providing that the maximum accumulation shall be no more than provided for in the table below.

17.2 Vacation Accrual – Part-Time Employees

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

17.3 Vacation Accrual Rates

Each employee who has completed the following in-service hours shall accrue vacation leave at the appropriate rate shown below. In-service hours include all hours in pay status excluding overtime, up to eighty (80) hours. Rates shown below will be adjusted to reflect any unpaid time in each pay period.

YEARS OF COMPLETED FULL-TIME SERVICE	IN-SERVICE HOURS OF COMPLETED SERVICE	RATE FOR 80 IN-SERVICE HOURS PER PAY PERIOD	MAXIMUM ACCUMULATED HOURS
0 through 5 years	0 to 10,434	4.83	280
5 through 10 years	10,435 to 20,870	5.14	280
10 through 15 years	20,871 to 31,305	6.37	280
15 through 20 years	31,306 to 41,741	6.98	280
20 through 25 years	41,742 to 52,177	7.59	280
25 or greater years	52,178 or more	7.90	280

#### 17.4 Vacation – Credit Upon Reappointment

Each employee with 10,435 in-service hours (five (5) or more years) in paid status who resigns in good standing and who is later reappointed within two (2) years of the resignation, shall be credited with 4,174 in-service hours (two (2) years) for purposes of new vacation accrual. Each employee who was laid off and reappointed within two (2) years shall be returned to the place on the accrual table (in Section 17.3, above) which the employee occupied when laid off.

#### 17.5 Vacation – Schedules

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

#### 17.6 Vacation Savings Plan and Payment for Unused Vacation

Under Vacation Savings Plan (VSP), each eligible (permanent or probationary) full-time employee may elect to set aside up to twenty (20) hours of base rate pay each plan year during years 3 through 5 (4,174 to 10,434 service hours) of permanent, probationary, or unclassified employment. Part-time employees will be eligible to set aside hours on a pro-rata basis, based on their allocated FTE (full time equivalent) position.

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

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

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

of the final pay period in December. Employees may submit one enrollment per plan year. Elections must be in whole hour increments.

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

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

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

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

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

Use of VSP hours are subject to the following guidelines:

- a) VSP hours shall be used before other accrued leave except for sick leave or mandated time off under an Unpaid Furlough, Mandatory Time Off, or similar program.
- b) Use of VSP hours is subject to the same provisions in Section 17.5, Vacation – Schedules, and require the same pre-approval process as accrued vacation hours.
- c) When paid, VSP hours are not taxed and are paid at the same hourly rate of pay as they were deducted.
- d) If the value in the VSP bank is not sufficient to cover the employee's payroll deductions, the employee must arrange for payment with Auditor Payroll.
- e) VSP hours will count toward seniority and merit, and will be considered "paid status" for the purposes of health benefits, vacation and sick leave accrual, and holiday pay only.
- f) VSP hours will not be credited to retirement service hours, or be included in retirement final annual salary calculation.
- g) VSP hours will not be considered paid status hours for shift pay, premium pay, or cash allowance.

- h) VSP hours must be depleted prior to receiving Catastrophic Leave or Disaster Leave; Short Term Disability plans may also require depletion of leave, if applicable.
- i) VSP hours may be used in conjunction with Workers' Compensation benefits in the same manner as accrued leave.
- j) VSP hours may not be used to extend a date of separation from County employment.

17.6.1 Implementation of Accruals and Vacation Savings Plan

- a. Special Open Enrollment for 2018 Plan Year: After adoption, and as soon as administratively feasible (approximately September), the County will provide a special open enrollment for the current plan year ("stub" year), where employees may elect to set aside up to twenty (20) hours of base rate pay. Employees are eligible to participate in the stub year enrollment if they have at least 4,174 in-service hours as of the beginning of the enrollment period in 2018, and had not yet reached 10,434 hours as of October 10, 2017.
- b. Open Enrollment for 2019 Plan Year: In addition to the annual 20 hours available under the Vacation Savings Plan, employees have the option to set aside up to forty (40) additional "catch-up" hours of base rate pay for the 2019 enrollment only. All hours are subject to the same provisions of the Vacation Savings Plan. Employees are eligible for the 2019 enrollment if they have at least 4,174 in-service hours as of the beginning of the enrollment period in 2018, and had not yet reached 10,434 hours as of October 10, 2017. Eligibility for all subsequent enrollments will be as provided under Article 17.6 - Vacation Savings Plan.

17.6.2 Vacation – Payment for Unused Vacation

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

17.7 Sick Leave Benefit For Employees in Allocated Positions

17.7.1 Accrual Rate

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

#### 17.7.1.1 Sick Leave Advance

On the first day of regular hire employment, regular hire full-time employees will receive an advanced sick leave credit of forty and forty eight one hundredths (40.48) hours. Advanced hours shall be prorated for part time employees based on allocated Full Time Equivalent (FTE) at the date of hire. Employees will not accrue sick leave until the accruals calculated each pay period per section 17.7.1 equals the advanced sick leave credit (in approximately 11 pay periods). This section shall be implemented as soon as administratively feasible, but no later than September 1, 2016.

#### 17.7.2 Accrual – Restoration of Accrued Time

When an employee separates from County employment, and returns to County employment within one year from the separation date, any accrued sick leave remaining on account will be restored to the employee upon rehire, provided the 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.

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

Extra Help to Allocated Position:

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

1. Extra Help sick leave hours must be used prior to using sick leave accrued as a regular employee;
2. Extra Help sick leave hours have no cash value; and
3. Extra Help hours are not eligible for conversion to service credit at regular retirement (pursuant to Section 17.11).

#### 17.8 Sick Leave Usage

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

##### 17.8.1 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 17.8.1, “family member” is defined as a:

- 1. child (defined as biological, adopted, or foster child, stepchild, legal ward, or a child to who the employee stands in place of a parent, regardless of age or dependency status);
- 2. parent (defined as a biological, adoptive, or foster parent, stepparent, or legal guardian of an employee or the employee’s spouse or registered domestic partner, or a person who stood in place of a parent when the employee was a minor child);
- 3. employee’s spouse or registered domestic partner;
- 4. grandparent, grandchild, or sibling of the employee or the employee’s spouse or registered domestic partner.

Sick leave use for family members listed 17.8.1c shall not exceed forty-eight (48) hours per occurrence unless extended by joint action of the employee's Department Head and the Director of Human Resources by reason of exceptional hardships. "Occurrence" means per illness or related incidents. The 48 hours do not have be consecutive.

California “Kin Care” (Labor Code 233) provides that an employee may use an amount of paid sick leave each calendar year that is equal to the amount of time that would normally accrue in six month period, and may be used in the same manner as other sick leave described in this section 17.8.1. Kin Care provisions run concurrent with other protected leaves and do not extend the maximum period of leave to which the employee is entitled to under FMLA or CFRA.

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

### 17.8.2 Sick Leave Use - FMLA/CFRA/PDL Qualifying Leave

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

- a) Employee Illness: During the employee's own incapacity due to illness or injury;
- b) Employee Treatment or Examination: During the time needed by the employee to undergo medical or dental treatment or examination;
- c) Disabled by Pregnancy: When an 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, spouse, or domestic partner of an employee, who is a member of the employee's household or a person for whom the employee is entitled to a Federal Income Tax dependent exemption, or the employee's parent, is incapacitated by illness or injury and it is necessary for the employee to care for the child, spouse, or parent. ("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 minor. A biological or legal relationship is not necessary for a person to have stood in place of a parent to the employee as a minor. ("Parent" does not include parent-in-law.) Sick leave under this paragraph 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.

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 minor. A biological or legal relationship is not necessary for a person to have stood in place of a parent to the employee as a minor. ("Parent" does not include parent-in-law.)

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

Information on FMLA/CFRA/PDL eligibility, documentation, and benefit and pay status is provided under Section 17.22 – Family Care and Medical Leave under FMLA/CFRA.

## 17.9 Sick Leave – Required Documentation

### 17.9.1 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.

### 17.9.2 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 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.

### 17.9.3 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, and as required by law under CFRA eligible events.

### 17.9.4 Reasonable Certification

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 17.8.1(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.



#### 17.9.5 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.

#### 17.10 Sick Leave – Distribution On Employee’s Accidental Death At Work

”An employee’s beneficiary shall be entitled to payment of the monetary equivalent of one-hundred percent (100%) of all the employee’s unused sick leave in the event of the employee’s accidental death at work. Extra Help sick leave is not eligible for this provision.

#### 17.11 Sick Leave – Conversion at Regular Retirement

Only an employee who separates from County service on retirement only shall have the option of converting 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.

#### 17.12 Sick Leave Payoff At Regular Retirement

The County shall pay the monetary equivalent of twenty-five percent (25%) of all unused sick leave remaining to an employee’s credit at the time of separation, computed on the basis of the employee’s base hourly rate, for each employee who separates from County service on regular non-disability retirement, who reaches 100% of retirement benefit allowed by law, and who is prevented by law from converting some or all of the employee’s remaining unused sick leave to service credit under Section 17.11 (Sick Leave – Conversion at Regular Retirement). Extra Help sick leave is not eligible for this provision.

#### 17.13 Sick Leave – Distribution at Disability Retirement

The County shall pay each employee separated from County service by disability retirement at the employee’s base hourly rate for all unused sick leave remaining to such employee’s credit as of the time of separation. Extra Help sick leave is not eligible for this provision.

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

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

#### 17.15 Time Off For Voting

If an employee who is a registered voter does not have sufficient time outside of the employee’s working hours within which to vote in any state-wide general or primary election, the employee may, upon request, be granted so much working time off without loss of pay as will, when added to voting time outside the employee’s working hours, enable the employee to vote. No more than two (2) hours taken off work for voting shall

be paid. The time off work for voting shall be only at the beginning or end of the regular working shift, whichever allows the most free time for voting and the least time off from the regular working shift.

#### 17.16 Compassionate Leave

With respect to this provision, the term 'spouse' shall also include domestic partner. A full-time or part-time employee may be granted up to thirty two (32) hours of leave with pay, in the event of the death of the employee's spouse, child, step-child, 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. Up to an additional eight (8) hours of sick leave may be granted to supplement compassionate leave. Where travel in excess of 300 miles one way from the employee's residence is required up to an additional one (1) of the employee's regular work days of sick leave may be used to supplement compassionate leave. Up to an additional forty (40) hours of accrued vacation leave or accrued comp time off may be granted to supplement compassionate leave upon request.

Part-time employees shall be eligible for a pro-rated compassionate leave benefit that is computed by multiplying the total normal biweekly hours by 0.40 (e.g. 40 hrs. x 0.40 for half-time employees = 16 hrs.) Ongoing work schedule for purposed of this Section shall mean an average of the two (2) pay periods immediately preceding the need for compassionate leave or the employees normal biweekly allocation of hours, whichever is greater.

#### 17.17 Court Leave

##### 17.17.1 Court Leave – Response To Subpoena

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

##### 17.17.2 Court Leave – Line Of Duty

These provisions do not apply to employees whose appearances are in the line of duty.

#### 17.18 Leaves – Jury Duty

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

#### 17.19 Leaves of Absence – No Break in Service

No absence under any paid leave provisions 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 an absence under the paid leave provisions.

#### 17.20 Leave Without Pay-Water Agency and Sonoma County Fair & Exposition, Inc.

##### 17.20.1 General Provisions

- a) The General Manager of the Water Agency and the Fair Manager or their designee may grant leaves without pay, for periods not to exceed six (6) months, at the request of the employee concerned, because of illness, disability, pregnancy; or for educational purposes; or for other reasons the General Manager or Fair Manager deems appropriate.
- b) Requests for leaves without pay for periods in excess of six (6) months may also be approved by the General Manager or Fair Manager.
- c) An employee may appeal the denial by the General Manager or Fair Manager of the employee's request for leave without pay. An appeal shall be made in writing and submitted through the County's General Grievance Procedure in accordance with the procedural requirements in that procedure. Any appeal of a denial of leave without pay for medical reasons shall be accompanied by a statement signed by competent medical authority, setting forth the employee's ability to perform the duties of the employee's position and a prognosis of the employee's ability to return to work at the termination of the requested leave.
- d) The decision of the Grievance Appeals Committee on any appeals under this Section 17.20 shall be final and binding.

##### 17.20.2 Disabilities

Requests for leave without pay for disabilities which are found by the State Compensation Insurance Fund or the Industrial Accident Commission to be incurred as a result of Water Agency or Sonoma County Fair employment shall be approved by the General Manager or Fair Manager for the period following

expiration of paid sick leave and vacation until discontinuation of disability compensation payments.

#### 17.20.3 Military Service

Requests for leave without pay for military service shall be approved by the General Manager or Fair Manager in accordance with applicable law.

#### 17.20.4 Fitness For Duty Examination

When an employee is absent due to illness or disability, the General Manager or Fair Manager may require that before returning to work the employee provide verification from a physician that the employee is medically able to perform his/her job responsibilities. Until the employee's fitness for duty is verified, the employee shall continue to use available paid and unpaid leave. Failure to provide verification of fitness for duty shall result, after expiration of the employee's accumulated sick leave, in further leave with pay, leave without pay, and/or separation of the employee.

#### 17.20.5 Non-Grievability

This Section 17.20 is not grievable nor arbitrable except as stated in Section 17.20.1(c).

#### 17.21 Leaves – Candidates for Public Office-Water Agency and Sonoma County Fair and Exposition, Inc.

Any employee of the Water Agency or Sonoma County Fair and Exposition, Inc. who becomes a bona fide candidate for elective public office, may upon recommendation of the employee's Agency Manager, take and be granted leave of absence without pay during all or any portion of the period of the employee's candidacy by delivering to the employee's department head at least ten (10) days written notice of intention to do so, specifying the dates upon which such leave shall begin and end. The employee may, by further ten (10) days written notice delivered to the employee's department head, change the date upon which such leave shall end. This leave shall not extend beyond the period of time during which the employee is a bona fide candidate for elective public office.

#### 17.22 Family Care & Medical Leave Under FMLA and CFRA

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

#### 17.22.2 Eligibility

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

### 17.22.3 Family Care And Medical Leave Entitlement

Subject to the provisions of this MOU, County policy, and state and federal law, including the federal FMLA and the CFRA, an eligible employee is entitled to a total of twelve (12) workweeks of unpaid leave during any twelve (12) month period for any one, or more, of the following reasons:

- 17.22.3.1 The birth of a child and to care for the newborn child (FMLA and CFRA);
- 17.22.3.2 The placement with the employee of a child for adoption or foster care and care for the newly placed child (FMLA and CFRA);
- 17.22.3.3 To care for the employee's child, parent, spouse, or domestic partner (CFRA only) who has a serious health condition. (Child is defined as biological, adopted, or foster child, stepchild, legal ward, or child of a person standing in place of parent who is under 18 years of age or an adult dependent child. Parent is defined as biological, foster or adoptive parent, stepparent, or legal guardian. Parent does not include a parent-in-law under this provision.)
- 17.22.3.4 Because of an employee's own serious health condition that makes the employee unable to perform the functions of the employee's position, except for disability on account of pregnancy, childbirth, or related medical conditions, which is covered by pregnancy disability leave. (Pregnancy disability counts toward only California Pregnancy Disability Leave (PDL) and FMLA leave.)
- 17.22.3.5 Because of any qualifying exigency arising out of the fact that the employee's spouse, son, daughter, or parent is a U.S. National Guard or Reserve member on active duty (or has been notified of an impending call or order to active duty status) in support of a contingency operation (FMLA only).

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.

### 17.22.4 Family Care And Medical Leave To Care For A Covered Servicemember With A Service Injury Or Illness

Subject to the provisions of this MOU, County policy, and state and federal law, including the FMLA, an eligible employee may take FMLA leave to care for a covered servicemember with a serious injury or illness if the employee is the spouse, son, daughter, parent, or next of kin of the servicemember. (This 12 month period used under FMLA/CFRA to

determine sick leave eligibility is separate from the “annual period” defined in 17.9.)

17.22.4.1 An eligible employee’s entitlement is limited to a total of twenty-six (26) workweeks of leave during a single 12-month period to care for a covered 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.

17.22.4.2 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.

#### 17.22.5 Pay Status And Benefits

17.22.5.1 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.

17.22.5.2 Nothing in this Section shall preclude the use of medical or pregnancy disability leave in Section 15.7 (Medical or Pregnancy Disability) when the employee is medically incapacitated or disabled. If an employee does not qualify for continued benefits under this Section 17.22 or Section 15.7 (Medical or Pregnancy Disability Leave) and the employee wishes to continue benefit coverage, then Section 15.8 (Continuation of Health Benefits Coverage) applies.

#### 17.22.6 Relationship Of Family Care And Medical Leave To Other Leaves

Any leave of absence that qualifies as family care and medical leave will be counted as running concurrently with any other paid or unpaid leave to which the employee may be entitled for the same qualifying reason. Section 17.22 identifies accrued paid leave which an employee may be required to use concurrently with unpaid family care and medical leave.

#### 17.22.7 Relationship To Pregnancy Disability Leave

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

#### 17.22.8 Notice To The County

- 17.22.8.1 The employee must provide written notice to the County as far in advance of the leave as possible and as soon as the employee reasonably knows of the need for the leave. If the need for the leave is foreseeable based on an expected birth, placement of a child for adoption or foster care or planned medical treatment, the notice must be provided at least 30 calendar days in advance of the leave, or if not reasonably known 30 calendar days before the leave, then as soon as reasonably practicable.
- 17.22.8.2 The written notice must inform the County of the reasons for the leave, the anticipated duration of the leave and the anticipated start of the leave.
- 17.22.8.3 The employee shall consult with the County and make a reasonable effort to schedule any planned medical treatment or supervision so as to minimize disruption to department operations.

#### 17.22.9 Medical Certification

- 17.22.9.1 An employee's request for family care and medical leave to care for a child, a spouse, or a parent who has a serious health condition shall be supported by a certification issued by the health care provider of the individual requiring care. If additional leave is required after the expiration of the time originally estimated by the health care provider, the employee shall provide the County with recertification by the health care provider.
- 17.22.9.2 An employee's request for family care and medical leave because of employee's own serious health condition shall be supported by a certification issued by the employee's health care provider.
- 17.22.9.3 As a condition of an employee's return from leave taken because of the employee's own serious health condition, the employee is required to obtain certification from the employee's care provider that the employee is able to resume work.
- 17.22.9.4 Employees are required to use the medical certification forms available from the County Human Resources Department to meet the certification and recertification requirements of this section.

#### 17.22.10 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.

17.22.11 Employee's Status On Returning From Leave

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

17.22.12 FMLA/CFRA Procedures, Definitions, and Forms

A description of the required process and procedures to follow for intermittent leave and reduced leave schedules, forms to use when requesting family care and medical leave, and applicable definitions are included in the County Medical Leave Policy and found on the County Human Resources Department website, and are available from the Human Resources Department. The provisions of this Article 17 are subject to Article 26, Grievance Procedure, of this MOU, but the County Medical Leave Policy is not subject to Article 26, Grievance Procedure, of this MOU.

17.22.13 This Section 17.22 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 17.22 provided it is consistent with the applicable provisions of the Sonoma County Civil Service Rules, County leave policies, and other provisions of this Memorandum.

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

Event	Sick	Vacation	CTO	Comment
§ Employee's own incapacity due to illness or injury	Yes, you may keep 40 hrs.	No	No	
§ During time needed by the employee to undergo medical or dental treatment or examination	Yes, you may keep 40 hrs.	No	No	
§ Pregnancy disability	Yes, you may keep 40 hrs.	No	No	
§ When the employee's family member is incapacitated by illness/injury and the employee must care for him/her or for care, exam	Yes, you may keep 40 hours.	Yes	Yes	You may keep 40 hrs. in any combination of Vac. & CTO



Event	Sick	Vacation	CTO	Comment
or treatment of a family member*.				
§ Non-sick FMLA/CFRA** qualifying event (e.g., child bonding leave)	No	No	No	
Education Leave	No	Yes	Yes	Must use all Vac. & CTO
Approved undisclosed reason or extended vacation	No	Yes	Yes	Must use all Vac. & CTO

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

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

#### 17.24 Leaves – Time Off For Donating Blood

If an employee does not have sufficient time outside of working hours to donate blood, subject to department operational needs, the employee may without loss of pay take off up to one (1) hour of working time twice a year for the purpose of donating blood. The employee shall give the employee’s supervisor at least five (5) working day’s notice that time off for donating blood is desired, in accordance with provisions of this Section (17.24).

#### 17.25 Disaster Leave

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

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

#### 17.26 Paid Parental Leave

##### 17.26.1 Eligibility

Effective 10/1/18, for eligible events that occur on or after Board adoption of the parties reopener agreement, 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 eligible events:

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

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

#### 17.26.2 Benefit and Use

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

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

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

PPL is pensionable and counts towards retirement service credit.

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

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

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

#### 17.26.3 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. Scheduling of non-CFRA protected PPL is subject to department approval. PPL does not need to be used when an employee is on leave for reasons other than bonding. To the

extent CFRA leave is available, it will run concurrently with PPL.

17.26.4 Program Review Process

County and Local 39 Representatives will meet to discuss any unanticipated issues that arise, including administrative and legal issues.

17.26.5 PPL 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 18: COMPENSATION BENEFITS**

18.1 Mileage Reimbursement

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

18.2 Deferred Compensation

18.2.1 Deferred Compensation – Voluntary

The County agrees to maintain the current deferred compensation plan for bargaining unit members eligible under Federal law and the rules of the deferred compensation plan. Nothing herein renders County liable to the Union or any employee for a discontinuance of Internal Revenue Service or Franchise Tax Board approval of any County deferred compensation plan or portion thereof. The County and the Union agree to meet upon request of either party during the term of this Memorandum to consider the development of additional mutually agreeable deferred compensation investment options.

18.2.2 Deferred Compensation – County Paid Program

Effective the first full pay period following Board of Supervisors adoption of a successor MOU, the County shall deposit .25% of the biweekly base salary of each employee of this bargaining unit into the County-provided 457 unless regulations prevent contributions, then contribution will be made to 401(a) Deferred Compensation account, provided that the employee is in paid status for at least 50% of the employee's regular work schedule in a pay period. Nothing in this Memorandum renders the County liable to any employee for continuance of the current deferred compensation plan in the event of a discontinuance of Internal Revenue Service or Franchise Tax Board approval of any County deferred compensation plan or portion of the plan or the employee becoming ineligible to participate in the deferred compensation plan. County paid deferred compensation under this Subsection 18.2.2 shall not be included in the calculations of retirement benefits.

The County will establish a County-paid 457 Deferred Compensation Plan for bargaining unit members eligible under federal law and plan rules.

18.2.3 Deferred Compensation – Employee Appeal

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

18.2.4 Deferred Compensation – Non-Grievability

The only deferred compensation issue that is grievable or arbitrable is whether the County has made its contribution.

18.2.5 Deferred Compensation – Program Modification

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

18.3 414(h)(2) - Tax Deferred Retirement Contribution

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 will have the effect of deferring Federal and State income taxes on the retirement contributions.

**ARTICLE 19: LAYOFF AND RESTORATION**

19.1 Layoff and Restoration - Water Agency

a) Applicability

The parties agree that the following layoff policy and procedures shall be applicable to employees of Sonoma County Water Agency who are covered by this Memorandum.

b) Force Reduction

Employees shall be subject to layoff whenever their positions are abolished, or whenever necessary because of lack of work or lack of funds.

c) Order of Layoff

- 1) Layoff procedures shall be applied on a Water Agency-wide basis. Where appropriate, after meeting and conferring with the Union, the Agency may authorize that layoff procedures be restricted to employees of one (1) or more divisions or small units of the Agency.
- 2) Whenever necessary to layoff one (1) or more employees in the Agency, in a division or unit in which there is more than one (1) employee in the class in

which the layoff is necessary, employees shall be laid off in the following order:

- (a) Extra-help and Provisional employees.
  - (b) Employees who have had their first merit increase extended or denied because of poor job performance.
  - (c) Full-time and part-time employees who have less than 1,040 hours of continuous County and Agency service.
  - (d) Part-time and full-time employees with more than 1,040 hours of continuous County and Agency service.
- 3) Continuous County and Agency service in the class in which the layoff occurs or in any other class having the same or higher salary allocation shall be counted as service in the affected class. Employees with less total continuous County and Agency service in the affected class shall be laid off before those with greater total continuous County and Agency service in the affected class. Continuous part-time service shall be prorated on an hour-for-hour basis in its relationship to full-time work.
  - 4) For purposes of this Section 19.1, continuous service means continuous employment by the County or Water Agency, in paid or unpaid status.

d) Displacement

- 1) A full-time or part-time employee who is laid off and who has greater total continuous County and Agency service than another employee in the Agency in another class with the same or lower salary allocation, and which class the employee previously occupied in good standing and for which the employee is qualified for certification, transfer or voluntary demotion, may elect to displace the junior employee in the Agency in the class in accordance with the rules on the order of layoff (Section 19.1(c)). An employee who is displaced shall be laid off and replaced by the employee who displaces him/her.
- 2) An employee who is displaced because of layoff may in the same manner displace an employee who is junior to him/her.
- 3) Should an employee have the right to displace in more than one class, the employee shall first displace in the class with the highest allocated salary.

e) Restoration

- 1) Each person other than extra-help or provisional who has been laid off or displaced from, or who has in lieu of layoff been demoted voluntarily from a position which the employee occupied in good standing shall, in writing by certified mail, be offered restoration to a vacant position in the classification from which the employee was laid off, which the County determines to fill

within two (2) years after the date the employee is laid off or displaced. The Agency shall make a reasonable attempt to notify an employee who is eligible for restoration. If an employee cannot be reached within thirty (30) calendar days, the right to restoration shall be forfeited. Should an employee not accept restoration within five (5) regular Agency business days after the receipt of the offer or should the employee decline to begin work within fifteen (15) regular Agency business days after the receipt of the offer, the employee shall be declared unavailable and shall forfeit the right to restoration unless further offer of restoration is granted by the General Manager.

- 2) Whenever more than one person has been laid off and/or displaced in the same class in the Agency, the order of restoration shall be in reverse of the order of layoff. An employee who has restoration rights in more than one class because of layoff or displacement in more than one class, shall have restoration rights in each of the classes from which the employee was laid off or displaced. Refusal to accept restoration in one class does not eliminate the right to restoration in the other class or classes.
- 3) Whenever a person is unavailable for restoration, the next senior person who is eligible for restoration shall be offered restoration in the same manner and under the same conditions. Should there be no person eligible and available for restoration, the position shall be filled by the Agency.
- 4) A person who has forfeited for restoration may, within ten (10) regular Agency business days after forfeiture, request in writing to the General Manager that the employee be considered for a further offer of restoration, should such occur within one (1) year after layoff or displacement. The employee's request shall contain a full explanation of the reason for the employee's unavailability. Within thirty (30) calendar days after the request is filed the General Manager shall either grant or deny the request. The General Manager may specify conditions under which the further offer of restoration may be granted.

f) Appeals

- 1) The Board of Directors of the Sonoma County Water Agency shall act as a separate and final hearing body for layoff appeals for all full-time and part-time employees. Extra-help employees have no appeal rights.
- 2) Implementation of a layoff decision may be appealed by an employee laid off; however, the decision to layoff may not be appealed.
- 3) Any formal written notice to a part-time or full-time employee stating that the employee is subject to layoff or layoff resulting from displacement may be appealed as follows:
  - (a) Within ten (10) regular Agency business days from the receipt of the notice, an employee may, within the provision of Section 19.1(F)(2), appeal the action to the General Manager.

- (b) Within five (5) regular Agency business days after receiving the appeal, the General Manager shall give a written decision to the employee.
- (c) If the employee is not satisfied with the decision in (f)(3)(b) above, the employee may, within five (5) regular Agency business days after receiving the decision, appeal the decision to the Agency's Board of Directors.
- (d) The Agency's Board of Directors shall review an appeal resulting from Section 19.1(f)(3) above, within twenty-one (21) days. This review and appeal procedure which applies to layoff and displacement action in no way supersedes restoration appeal procedures set forth under Section 19.1(e).
- (e) This Article is not grievable nor arbitrable.

19.2 Layoff and Restoration - Sonoma County Fair and Exposition, Inc.

a) Applicability

The parties agree that the following layoff policy and procedures shall be applicable to employees of Sonoma County Fair and Exposition, Inc. (hereinafter referred to as Fair) who are covered by this Memorandum.

b) Force Reduction

Employees shall be subject to layoff whenever their positions are abolished, or whenever necessary because of lack of work or lack of funds.

c) Order of Layoff

- 1) Layoff procedures shall be applied on a Fairgrounds-wide basis. Where appropriate, after meeting and conferring with the Union, the Fair may authorize that layoff procedures be restricted to employees of one or more divisions or small units of the Fair.
- 2) Whenever necessary to layoff one (1) or more employees in positions allocated by the Board of Supervisors at the Fair, in a division or unit in which there is more than one (1) employee in the class in which the layoff is necessary, employees shall be laid off in the following order:
  - (a) Extra-help and Provisional employees.
  - (b) Employees who have had their first merit increase extended or denied because of poor job performance.
  - (c) Full-time and part-time employees who have less than 1,040 hours of continuous County and Fair service.
  - (d) Part-time and full-time employees with more than 1,040 hours of continuous County and Fair service.

- 3) Continuous County and Fair service in the class in which the layoff occurs or in any other class having the same or higher salary allocation shall be counted as service in the affected class. Employees with less total continuous County and Fair service in the affected class shall be laid off before those with greater total continuous County and Fair service in the affected class. Continuous part-time service shall be prorated on an hour-for-hour basis in its relationship to full-time work.
- 4) For purposes of this Section 19.2, continuous service means continuous employment by the County or Sonoma County Fair and Exposition, Inc., in paid or unpaid status.

d) Displacement

- 1) A full-time or part-time employee who is laid off and who has greater total continuous County and Fair service than another employee of the Fair in another class with the same or lower salary allocation, may elect to displace the junior employee of Fair in the class in accordance with the rules on the order of layoff (Section 19.2(c)) if the employee previously occupied a position in the class in good standing and if the employee is qualified for transfer or voluntary demotion to the class. An employee who is displaced shall be laid off and replaced by the employee who displaces him/her.
- 2) An employee who is displaced because of layoff may in the same manner displace an employee who is junior to him/her.
- 3) Should an employee have the right to displace in more than one class, the employee shall first displace in the class with the highest allocated salary.

e) Restoration

- 1) Each person other than extra-help or provisional who has been laid off or displaced from or who has in lieu of layoff been demoted voluntarily from a position which the employee occupied in good standing shall, in writing by certified mail, be offered restoration to a vacant position in the classification from which the employee was laid off, which Fair determines to fill within two (2) years after the date the employee is laid off or displaced. The Fair shall make a reasonable attempt to notify an employee who is eligible for restoration. If an employee cannot be reached within thirty (30) calendar days, the right to restoration shall be forfeited. Should an employee not accept restoration within seven (7) days after the receipt of the offer or should the employee decline to begin work within twenty-one (21) days after the receipt of the offer, the employee shall be declared unavailable and shall forfeit the right to restoration unless further offer of restoration is granted by the Fair Manager.
- 2) Whenever more than one person has been laid off and/or displaced in the same class at Fair, the order of restoration shall be in reverse of the order of layoff. An employee who has restoration rights in more than one class because of layoff or displacement in more than one class, shall have



restoration rights in each of the classes from which the employee was laid off or displaced. Refusal to accept restoration in one class does not eliminate the right to restoration in the other class or classes.

- 3) Whenever a person is unavailable for restoration, the next senior person who is eligible for restoration shall be offered restoration in the same manner and under the same conditions. Should there be no person eligible and available for restoration, the position shall be filled by Fair.
- 4) A person who has forfeited for restoration may, within ten (10) days after forfeiture, request in writing to the Fair Manager that the employee be considered for a further offer of restoration, should such occur within one (1) year after layoff or displacement. The employee's request shall contain a full explanation of the reason for the employee's unavailability. Within thirty (30) days after the request is filed the Fair Manager shall either grant or deny the request. The Fair Manager may specify conditions under which the further offer of restoration may be granted.

f) Appeals

- 1) The Sonoma County Fair Board shall act as a separate and final hearing body for layoff appeals for all full-time and part-time employees. Extra-help employees have no appeal rights. The Fair Board will hear any such appeal(s) unless and until Fair amends its by-laws to give to the Personnel Committee of the Fair Board the authority to hear such appeals. Any such by-laws amendment would not be subject to meet and confer.
- 2) Implementation of a layoff decision may be appealed by an employee laid off; however, the decision to layoff may not be appealed.
- 3) Any formal written notice to a part-time or full-time employee stating that the employee is subject to layoff or layoff resulting from displacement may be appealed as follows:
  - (a) Within fourteen (14) days from the receipt of the notice, an employee may, within the provision of Section 19.2(f)(2), appeal the action to the Fair Manager.
  - (b) Within seven (7) days after receiving the appeal, the Fair Manager shall give a written decision to the employee.
  - (c) If the employee is not satisfied with the decision in (f)(3)(b) above, the employee may, within seven (7) days after receiving the decision, appeal the decision to the Fair Board.
  - (d) The Fair Board shall review an appeal resulting from Section 19.2(f)(3) above, within twenty-one (21) days.

This review and appeal procedure which applies to layoff and displacement action in no way supersedes restoration appeal procedures set forth under Section 19.2(e).

- g) This Article is not grievable nor arbitrable.

## **ARTICLE 20: DISCIPLINE**

### 20.1 Discipline Notice and Hearing – Water Agency

- a) The General Manager may take disciplinary action against any employee of the Water Agency.
- b) For purposes of this article, full-time employee means a full-time employee as defined in this Memorandum who has completed six (6) months of satisfactory full-time service (1,040 hours) in an allocated position. For purposes of this article, a part-time employee means a part-time employee defined in this Memorandum who has completed 1,040 hours of satisfactory service in an allocated position.
- c) All employees other than full-time or part-time employees serve at the pleasure of the General Manager of the Water Agency.
- d) The General Manager may dismiss, suspend or involuntarily demote a full-time or part-time employee only for cause.
  - 1) If the General Manager proposes to dismiss, suspend or involuntarily demote a full-time or part-time employee, he shall provide the employee with written notice of the charge or charges and materials upon which the proposed action is based prior to any final disciplinary action being taken. The employee may waive the right to respond. Responses, if made, may be oral or in writing and shall be communicated to the General Manager within five (5) business days following the date of service of notice. If mutually agreed to, the General Manager may extend the time to respond. If no response or request for extension of time to respond is received by the General Manager within such five (5) days, the right to respond will be deemed waived. The General Manager may place the affected employee on leave of absence with pay during the five (5) day response period. On written request within such five (5) days by the employee showing good cause therefore, the General Manager may extend the time for response for a reasonable period and, if mutually agreed to, may place the employee on leave with pay during the extended response period. The General Manager shall consider the response, if any, of the employee in determining the propriety and nature of disciplinary action.
  - 2) If the General Manager determines to dismiss, suspend or involuntarily demote a full-time or part-time employee, the order of the General Manager shall be in writing and shall state specifically the reasons for the action. The employee may appeal a decision of the General Manager to dismiss, suspend or involuntarily demote the employee by filing a petition for hearing with the

Board of Directors within ten (10) business days of receipt of the order. The petition shall state whether the employee requests an open or closed hearing.

- 3) Within thirty (30) days of receipt of a petition, the matter shall be placed on the agenda of the Board of Directors for purposes of setting a hearing date.
- 4) The Board of Directors may, in its discretion, appoint a hearing officer to hear the appeal. If all parties mutually agree, the hearing will be conducted by a member of the California Bar Association, or an Administrative Law Judge or a hearing officer selected from a list provided by the State Conciliation Service. If no agreement is reached, the Board of Directors will select a hearing officer from the above list or at their discretion may hear the appeal. The hearing shall be conducted in the manner of hearings conducted under the Administrative Procedure Act. A hearing before the hearing officer shall be conducted in the manner of hearings conducted under the Administrative Procedure Act. The hearing officer may affirm, modify or revoke a decision of the General Manager. The decision of the hearing officer shall be final.
- 5) At a hearing before the Board of Directors witnesses shall testify under oath and there shall be a right to cross-examination. There shall be no right to discovery. The hearing need not be conducted according to technical rules relating to evidence and witnesses. The rules of evidence and the manner of producing evidence shall be those rules set forth in Section 11513 of the Government Code for the conduct of hearings under the Administration Procedure Act. The decisions of the Board shall be final.
- 6) At either a hearing before a hearing officer or before the Board of Directors, the appointing authority shall have the burden of proving the charges by a preponderance of the evidence. The appointing authority shall open the case and present his evidence. The employee shall then present his defense. Thereafter, each side may present rebuttal evidence.
- 7) Any decision made by the Board of Directors pursuant to this article is a personnel matter and the Board may hear and consider the matter in closed session.
- 8) Costs of a hearing officer shall be shared by the parties. If a party requests a court reporter, it shall bear the costs associated therewith, and shall provide a copy of the transcript to the other party and the hearing officer without charge.
- 9) This article shall not be construed to create any property right that would give rise to procedural due process beyond that specifically described herein.
- 10) This article is not subject to grievance or arbitration under the procedures in this Memorandum or pursuant to any other procedure or policy of the County.

## 20.2 Discipline Notice And Hearing – Sonoma County Fair

- a) The Fair Manager may take disciplinary action against any employee of the Sonoma County Fair.

- b) For purposes of this article, full-time employee means a full-time employee as defined in this Memorandum who has completed six (6) months of satisfactory full-time service (1,040 hours) in an allocated position. For purposes of this Article, a part-time employee means a part-time employee defined in this Memorandum who has completed 1,040 hours of satisfactory service in an allocated position.
- c) All employees other than full-time or part-time employees serve at the pleasure of the Fair Manager.
- d) The Fair Manager may dismiss, suspend or involuntarily demote a full-time or part-time employee only for cause.
  - 1) If the Fair Manager proposes to dismiss, suspend or involuntarily demote a full-time or part-time employee, he shall provide the employee with written notice of the charge or charges and materials upon which the proposed action is based prior to any final disciplinary action being taken. The employee may waive the right to respond. Responses, if made, may be oral or in writing and shall be communicated to the Fair Manager within five (5) business days following the date of service of notice. If mutually agreed to, the Fair Manager may extend the time to respond. If no response or request for extension of time to respond is received by the Fair Manager within such five (5) days, the right to respond will be deemed waived. The Fair Manager may place the affected employee on leave of absence with pay during the five (5) day response period. On written request within such five (5) days by the employee showing good cause therefore, the Fair Manager may extend the time for response for a reasonable period and, if mutually agreed to, may place the employee on leave with pay during the extended response period. The Fair Manager shall consider the response, if any, of the employee in determining the propriety and nature of disciplinary action.
  - 2) If the Fair Manager determines to dismiss, suspend or involuntarily demote a full-time or part-time employee, the order of the Fair Manager shall be in writing and shall state specifically the reasons for the action. The employee may appeal a decision of the Fair Manager to dismiss, suspend or involuntarily demote the employee by filing a petition for hearing with the Board of Directors of the Sonoma County Fair within ten (10) business days of receipt of the order. The petition shall state whether the employee requests an open or closed hearing.
  - 3) Within thirty (30) days of receipt of a petition, the matter shall be placed on the agenda of the Board of Directors of the Sonoma County Fair for purposes of setting a hearing date.
  - 4) The Board of Directors of the Sonoma County Fair may, in its discretion, appoint a hearing officer to hear the appeal. If all parties mutually agree, the hearing will be conducted by a member of the California Bar Association, or an Administrative Law Judge or a hearing officer selected from a list provided by the State Conciliation Service. If no agreement is reached, the Board of Directors of the Sonoma County Fair will select a hearing officer from the above list or at their discretion may hear the appeal. The hearing shall be conducted in the manner of hearings conducted under the Administrative Procedure Act.

A hearing before the hearing officer shall be conducted in the manner of hearings conducted under the Administrative Procedure Act. The hearing officer may affirm, modify or revoke a decision of the Fair Manager. The decision of the hearing officer shall be final.

- 5) At a hearing before the Board of Directors of the Sonoma County Fair witnesses shall testify under oath and there shall be a right to cross-examination. There shall be no right to discovery. The hearing need not be conducted according to technical rules relating to evidence and witnesses. The rules of evidence and the manner of producing evidence shall be those rules set forth in Section 11513 of the Government Code for the conduct of hearings under the Administration Procedure Act. The decisions of the Board shall be final.
- 6) At either a hearing before a hearing officer or before the Board of Directors of the Sonoma County Fair, the appointing authority shall have the burden of proving the charges by a preponderance of the evidence. The appointing authority shall open the case and present his/her evidence. The employee shall then present his/her defense. Thereafter, each side may present rebuttal evidence.
- 7) Any decision made by the Board of Directors of the Sonoma County Fair pursuant to this article is a personnel matter and the Board may hear and consider the matter in closed session.
- 8) Costs of a hearing officer shall be shared by the parties. If a party requests a court reporter, it shall bear the costs associated therewith, and shall provide a copy of the transcript to the other party and the hearing officer without charge.
- 9) This Article shall not be construed to create any property right that would give rise to procedural due process beyond that specifically described herein.
- 10) This Article is not subject to grievance or arbitration under the procedures in this Memorandum or pursuant to any other procedure or policy of the County.

## **ARTICLE 21: SAFETY**

### **21.1 Shared Safety Obligations**

The County is committed to providing a safe and healthy workplace for its employees. It is the duty of all employees to follow safe work practices and procedures and to report any unsafe practices or conditions to their immediate supervisor or designee.

### **21.2 Safety Program**

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

21.3 Safety – Hazard Report, Action, Appeals Process

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.

21.4 Safety Training

The County shall continue a County-wide training program for employees, subject to the review and approval of the County-wide committee. Safety training shall include training in identification and correction of health and safety hazards, training in safe work practices, training in hazard reporting and appeal processes, training in CAL-OSHA regulations and procedures. Safety training shall be provided employees on a regular basis. Written records shall be maintained by the Safety Coordinator reflecting the date, duration, and subject matter of any training provided. Training shall be conducted at the lowest practical level of supervision.

21.5 Non-Grievability

This Article 21 is not grievable nor arbitrable.

21.6 Cooperative Committee

21.6.1 To foster union-management cooperation, Local 39 and the County agree to convene as needed and no more frequently than four (4) times during a calendar year a Cooperative Committee composed of no more than six (6) employee bargaining unit members, chosen by the Union, in addition to the Union Business Representative, and six (6) County representatives.

21.6.2 Either the Union or the County may request a meeting of the committee. An agenda will be developed prior to the meeting by the Union Business Representative and a designated County representative. The purpose of the Cooperative Committee is to discuss ideas, as agendized, that impact bargaining unit members and/or bargaining unit work, and aim at improving performance, mutual welfare and public benefit within the County departments and divisions that include bargaining unit members. The Committee, however, will not consider matters within the scope of bargaining or matters that are the subject of a grievance. Without prior mutual agreement between the County and the Union, no Cooperative Committee meeting shall exceed one (1) hour.

21.6.3 The parties understand and agree that this Section 21.6 does not abrogate or imply the abrogation of any provision of this MOU. After a trial period consisting of four (4) Cooperative Committee meetings, either the Union or the County may terminate this Section 21.6. This Section 21.6 is not subject to Article 26, Grievance Procedure.

## **ARTICLE 22: MISCELLANEOUS PROVISIONS**

### **22.1 Emergency Meals**

The County 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.

### **22.2 Employment In More Than One Position**

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

### **22.3 Nondiscrimination For Union Activity**

This MOU shall be equally applied to all employees without discrimination as to Union activity. Disputes over this provision shall be subject to the grievance procedure in Article 26.

### **22.4 No Discrimination**

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

### **22.5 Water Agency Personnel Policies**

#### **22.5.1 Classification**

The Board of Directors of the Water Agency will establish job classifications and job specifications for each Agency job classification in accordance with procedures established for County job classifications.

Whenever the General Manager proposes that a new position be created or an existing position abolished, the General Manager shall report the justification in writing to the County Administrator with a copy to the Director of Human Resources. Should the County Administrator concur with the recommended change, a copy of the report and recommendation to the Board of Directors shall be furnished in advance to the appropriate employee organization.

Whenever the General Manager, employee or employee organization believes that a significant change has occurred in the duties and responsibilities of an existing position, which are outside the duties of the current classification, he/she/it shall report the significant facts in writing within thirty (30) County business days to the Director of Human Resources, with a copy to the County Administrator and as applicable to the appropriate employee organization for study and a recommendation report to the Board of Directors. The Human Resources Department staff report shall be presented at a regular meeting of the Board of Directors at which all interested parties shall be given an opportunity to be heard. All interested parties involved in the study, including the employee and the union if applicable, shall be furnished copies of the Human Resources Department staff report at least ten (10) working days prior to the Board of Directors meeting.

Where the Board of Directors finds that there are significant factors which justify a change in classification of a position, the Board of Directors will place the position in the appropriate class. Where the Board of Directors finds that a change in classification is not justified, it shall so inform the department, employee, and/or the employee organization.

A reclassified position shall be filled through certification from the employment list unless the Board of Directors provides for retention of the incumbent. The Board of Directors may retain the incumbent of a reclassified position if the incumbent has satisfactorily performed the duties of the position continuously for at least one (1) year.

#### 22.5.2 Hiring Procedures

- a) Hiring Authority--Employment of Staff. The General Manager shall have the authority to hire employees of the Agency.
- b) Hiring Procedures. The General Manager shall use the resources of the County Human Resources Department in the hiring of regular and temporary employees in accordance with Resolution No. DR 42365 of the Board of Directors, dated October 15, 1973, establishing certain rules and regulations for the administration of the Agency's business.

Recruitment-Regular Position. With respect to regular positions, the County Human Resources Department will conduct a recruitment and examination to establish an employment list of eligible candidates in accordance with the procedures used to establish employment lists for County positions. The Human Resources Department will certify the names of all candidates or any lesser number as the Agency shall request to the General Manager for consideration and selection. The list shall be prepared in the same manner, including, but not limited to, allocation of promotional and veteran's bonus points, and for the same length of time as a County recruitment list. The name of an employee or a former employee may be added to the list on the same basis that a current or former County employee could be added as a free name to a County recruitment list. For example, a regular Agency employee who resigns in good standing pursuant



to this Policy may, within five (5) years of his or her resignation, request in writing that he or she be considered for reappointment to (a) the classification from which he or she resigned, (b) a classification in which he or she formerly held a position, or (c) a lower level classification in the same series of either of the two preceding classifications. If the General Manager would rehire the employee, the former employee's name may be added to a list.

Promotional Certification List. If the General Manager requests a promotional certification list, the Human Resources Director shall certify to the General Manager a list of names of those candidates from the Water Agency having the three (3) highest standings on the employment list as determined by the final examination score.

Temporary Employees. With respect to temporary employees, the County Human Resources Department shall follow the same process for preparing a list of eligible candidates as it does for an extra-help recruitment for county employment.

Candidate Appeal Procedures. Agency employees who are candidates for regular positions have appeal rights to the Director of Human Resources on the same basis as County employees. A candidate may appeal in writing to the Director of Human Resources specific test items in a written or performance examination prior to notification of examination results on the basis of typographical error, incorrect keying or factual error. A written appeal must be delivered or postmarked within seven (7) regular County business days immediately following the day(s) the examination is given. After written notice of the results of an examination, including an unassembled examination/application appraisal, a candidate may appeal on the basis of erroneous scoring, fraud in rating, or improper conduct of examination. Appeals of examination results must be delivered or postmarked within seven (7) regular County business days immediately following the postmark mailing date of the notice of examination results. The Director of Human Resources shall investigate each examination appeal and may grant relief that the Director finds to be justified. If the Director of Human Resources does not resolve the appeal to the satisfaction of the appellant, the employee may, within seven (7) regular County business days after postmark of written notice of the Director's decision, appeal the decision in writing to the Director of Human Resources requesting an appeal hearing. If all parties mutually agree, the hearing will be conducted by a member of the California Bar Association, or an Administrative Law Judge or a hearing officer provided by the State Conciliation Service. If no agreement is reached, the Board of Directors will select a hearing officer from the above list or at the Board's discretion may hear the appeal.

The hearing shall be conducted in the manner of hearings conducted under the Administrative Procedure Act. The hearing officer may affirm, modify or revoke the decision of the Human Resources Director. The decision of the hearing officer or Board shall be final.

An employee alleging unlawful discrimination in the final job interview selection process is encouraged to utilize the County's Equal Employment Opportunity Discrimination Complaint Procedure.

### 22.5.3 Promotional Procedures

- a) Agency Positions: Vacancies in allocated positions at the Agency shall be filled by promotion whenever practical and in the best interest of the Agency. Promotional recruitment and examinations shall be conducted by the Human Resources Department in the same manner as open examinations, except that eligibility is limited to: (1) regular employees of the Agency; and (2) County employees with permanent or probationary status in allocated positions. For each eligible employee, whether part-time or full-time, one (1) service point shall be added to the employee's final examination score for each completed year of continuous service. Service points are computed to the final filing date, to a maximum of five (5) points for up to five (5) years of continuous service. Promotional points shall be given to an employee who was laid off and reinstated within two (2) years of the date of layoff. The time between layoff and reinstatement shall not count as service.

The final examination score for each candidate shall be a whole number of points, not to exceed one hundred (100) points. For this purpose, each score which is greater than a whole number by 0.5 or more shall be counted as the next greater whole number. Each score which is greater than a whole number by less than 0.5 shall be counted as the nearest whole number.

- b) County Positions: Regular employees of the Agency are allowed to participate in County promotional examinations. When authorized by the Civil Service Commission, regular employees of the Agency shall be granted promotional points in County promotional examinations in the same manner as similarly situated County employees. Continuous service as a regular employee with the Agency and/or the County shall count toward the computation of promotional points.

### 22.5.4 Provisional Appointments

Whenever it is necessary to fill a vacancy and an employment list with at least three (3) eligible candidates is not available, the General Manager may, with the approval of the Director of Human Resources, appoint to the position any person who has filed an application and who meets the minimum qualifications for the class. The Human Resources Department shall make reasonable effort to schedule examinations so that provisional appointments do not exceed six (6) months. A provisional appointment shall be terminated within one (1) month after the date of certification to the General Manager of candidates who are available for employment.

#### 22.5.5 Temporary Promotions

When an incumbent of a position is on extended leave or a position becomes vacant and it is necessary to fill the position temporarily, the General Manager may request the Director of Human Resources to authorize the General Manager to make a temporary promotion from a directly related, lower level job class. Whenever possible, candidates for temporary promotion should be selected from a certifiable employment list. The individual selected does not have future restoration rights to the higher level class as a result of the temporary promotion. When the position is permanently filled or the incumbent returns to work, the individual temporarily promoted will be returned to his/her former job class.

#### 22.5.6 Transfer

Regular employees of the Agency may transfer to an allocated position in a County Department with the approval of the General Manager, the County Director of Human Resources and the affected County Department Head. Before a transfer will be approved, the County must verify that the employee was hired by the Agency through a competitive examination process equivalent to that used by the County in selecting regular employees. A County employee occupying a permanently allocated position may transfer to the Agency if approved by the General Manager, the County Director of Human Resources and the employee's Department Head.

#### 22.6 Retirement Credit for Prior Public Service

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

#### 22.7 Distribution

This Memorandum is available on-line at the County's inter-net and intra-net sites.

#### 22.8 Favored Nation Clause

If, during the term of this MOU another bargaining unit negotiates an increase or improvement in compensation or other economic benefits that is greater than that agreed to by Local 39, the County agrees to open the MOU and meet and confer with Local 39 on the subject of compensation.

### **ARTICLE 23: NO STRIKE**

#### 23.1 Union Representation

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

23.2 Prohibited Activity

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

23.3 Union Responsibilities

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

23.4 Written Assurances

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

23.5 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 layoff provision of this Memorandum nor to job related discipline of an employee.

**ARTICLE 24: AGENCY SHOP SERVICE FEE**

24.1 Union – Fair and Equal Representation

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

24.2 Agency Shop – Service Fee

As a condition of employment, all represented employees must be members or service fee payers of the Union. If any employee does not voluntarily make application for membership or service fee status within forty-five (45) days of the effective date of this section or within forty-five (45) days of beginning work, whichever is later, the County shall enroll the employee as a service fee payer automatically and by default. The County shall deduct the service fee from the employee's paycheck. Payroll deductions shall be made bi-weekly. However, the initial deduction for any employee shall not begin unless either a voluntary authorization for deduction of Union dues or a service fee has been properly executed or the 45-day application period for considering voluntary enrollment has expired. Changes in the amount of the monthly membership

dues must be delivered to the ACTTC, Payroll Division, at least thirty (30) calendar days prior to the last pay day of the calendar month prior to the change becoming effective.

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

#### 24.3 Agency Shop – Religious Exemption

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

#### 24.4 Agency Shop – Separation from Unit - Exception

The provisions of Section 24.2 above shall not apply during periods of separation from the eligible bargaining unit by any employee otherwise subject to that Article but shall reapply to such employee following the first full pay period following the return of the employee to the bargaining unit. The term "separation" includes layoffs, transfer out of the covered bargaining units by request, promotion, demotion, reclassification or for any other lawful reason, and leaves of absence of a duration of more than one (1) full pay period, whether paid or unpaid and for any reason, including disability.

#### 24.5 Agency Shop – Chargeable Costs

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

24.6 Agency Shop – Non-Chargeable Costs

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

- a) Lobbying or other political activity except as authorized by law;
- b) Payments to affiliates, except for chargeable costs as authorized by law;
- c) Social activities except as authorized by law;
- d) Charitable and philanthropic activities;
- e) Insurance and other benefit programs except as authorized by law; and
- f) Any cost that, by law, cannot be included in an agency shop service fee.

24.7 Agency Shop – Advance Reduction of Service Fee

The amount of the service fee shall be equal to the regular dues, assessments or fees established by the Union, less \$1.00 per month.

24.8 Agency Shop – Notice of Service Fee

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

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

- (3) Disclose what percentage of total Union expenditures is allocable to chargeable items and what percentage is allocable to non-chargeable items;
- (4) State the total sum of money the Union pays affiliates and demonstrate what percentage of such money is used for chargeable and what percentage is used for non-chargeable activities;
- (5) Disclose what percentage of regular membership dues is allocable to chargeable items and what percentage is allocable to non-chargeable items and, consequently, what percentage of dues will be collected as the agency shop service fee;
- (6) Explain the methodology used in producing this accounting report.

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

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

- (5) The arbitrator shall be selected in accordance with the procedures of the American Arbitration Association;
- (6) The Union shall have the burden of proving that the fee amount complies with this Article and applicable law; and
- (7) The costs of the arbitrator and court reporter, if any, shall be borne entirely by the Union. The challenging employee shall be responsible for his/her costs including but not limited to attorney fees and copies of the court reporter's original transcript.

24.9 Agency Shop – Non-Discrimination

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

24.10 Agency Shop – Service Fee – Part-time Employees

The financial obligations of employees who work less than full-time are subject to the agency shop service fee provisions of Section 24.2 above. The agency shop service fee shall be set on a prorata basis expressed as a percentage of salary.

24.11 Agency Shop – Notice of New Employees

The following provisions will apply regarding notice of new employees:

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

24.12 Agency Shop – Indemnification

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

24.13 Agency Shop – Rescission of Provision

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



24.14 Agency Shop – Recordkeeping and Reporting

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

24.15 Agency Shop – Violation of Article 24

If a court finds the implementation of this Article in violation of constitutional law, the Union shall have sixty (60) days to comply with the Court's order or the County may thereafter cancel Article 24. In the interim, all collections of agency shop service fees by way of payroll deductions by the County shall be suspended, except as allowed by the Court. Also except as allowed by the Court, no unpaid agency shop fee that would otherwise have been due during the time such violation existed may be collected retroactively after the violation was corrected.

24.16 Agency Shop – Non-Arbitrability of

Except as provided below, Article 24 shall be grievable and arbitrable under Article 26 of this agreement.

The following are not grievable nor arbitrable under this agreement:

- a) The adequacy of the Union's notice required by Section 24.8 above; and/or
- b) Other issues bearing on the constitutionality of the Union's collection of an agency shop service fee as prescribed by the courts.

Disputes regarding the amount of the agency shop service fee shall be arbitrable under this memorandum but only pursuant to Section 24.8 above.

**ARTICLE 25: FULL UNDERSTANDING AND SEPARABILITY**

25.1 Full Understanding, Modification, Waiver

- a) This Memorandum of Understanding sets forth the full and entire understanding of the parties regarding the matters set forth herein. Any other prior or existing understanding or agreements by the parties, whether formal or informal, regarding any such matters are hereby superseded or terminated in their entirety.
- b) Except as specifically provided herein, it is agreed and understood that the Union voluntarily and unqualifiedly waives its right to and releases the County from any obligation to meet and confer on any subject or matter contained herein. The Union acknowledges that County has fulfilled its obligations under Government Code Section 3505 for fiscal years 2016/2017 and 2017/2018.
- c) No agreement, alteration, understanding, variation, waiver, or modification of any of the terms or provisions contained herein shall in any manner be binding upon the parties hereto, unless made and executed in writing by the parties hereto, and if required, approved and implemented by County's Board of Supervisors.

- d) 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 thereunder.
- e) 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.

## 25.2 Separability

If during the term of this Memorandum, any item or portion thereof is held to be invalid or rendered invalid by operation of law, or rule, regulation, or order issued by governmental authority or by any tribunal of competent jurisdiction, or if compliance with or enforcement of the section or portion thereof shall be restrained by any tribunal 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.

Except in an emergency, at the written request of either party within ten (10) days of the action invalidating a portion of this Memorandum, the parties shall meet and confer for the purpose of arriving at a mutually satisfactory replacement of such section or portion thereof.

## **ARTICLE 26: GRIEVANCE PROCEDURE**

### 26.1 Purpose

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

### 26.2 Definitions

A grievance is a claim by an employee, a group of employees, or the Union on behalf of an employee(s), concerning the interpretation, application or an alleged violation of this Memorandum. All other complaints are specifically excluded from this procedure including but not limited to, complaints which arise from the following: all disciplinary appeals; all appeals from examinations; performance review evaluation; placement of volunteers; provisions of the Fair Labor Standards Act; and any provision of this Memorandum specifically identified as not grievable.

- a) Day shall mean calendar day.
- b) A “grievant” shall mean an employee, a group of employees or the Union who, in good faith has an actual grievance with County over a grievable matter as defined in Section 26.2. At any step of the grievance procedure, the employee may represent him/herself, or may be represented by a Union representative who may be a

County employee or a non-County employee. If the Union is a grievant, it shall be represented by an elected officer, steward or business agent

26.3 Initiation Deadline

The grievance must be initiated within twenty-five (25) days from the date of the action or occurrence giving rise to the grievance or within fifteen (15) days of when the grievant knew of or could have reasonably discovered such action or occurrence.

26.4 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.

26.5 First Step

The grievance shall first be discussed on an informal basis by the grievant with the grievant's immediate supervisor within fifteen (15) days from the date of the action causing the grievance as provided above. The immediate supervisor shall respond within six (6) 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.

26.6 Second Step Grievance

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

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

26.7 Second Step Response

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

- a) A complete statement of the immediate supervisor's position and the facts upon which it is based; and

b) The remedy or correction which has been offered, if any.

#### 26.8 Third Step Grievance

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

#### 26.9 Third Step Response

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

#### 26.10 Mediation

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

#### 26.11 Arbitrable Grievances

A grievance which directly and primarily involves the application, alleged violation, or interpretation of this Memorandum, except as otherwise provided in this Memorandum, is arbitrable.

#### 26.12 Selection of Arbitrator

Following completion of the third step of the grievance procedure, if the grievance is subject to arbitration and remains unresolved, the Union on behalf of the grievant may request arbitration. The request for arbitration must be given to the County Counsel and the Director of Labor Relations in writing within fifteen (15) days of the receipt of the response from Step Three. An arbitrator may be selected by mutual agreement of the Union and County. However, should the parties fail to mutually agree on an arbitrator, they shall make a joint request of the State Conciliation Service for a list of five (5) qualified arbitrators. The arbitrator shall be selected from the list by the parties alternately striking names with the first strike determined by chance.

#### 26.13 Arbitration Issues

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

side, shall be submitted to each other and the arbitrator five (5) days prior to the arbitration hearing.

26.14 Arbitrator's Authority and Decision

The arbitrator shall have no power to alter, amend, change, add to, or subtract from any of the terms of this Memorandum. The decision and award of the arbitrator shall be made solely upon the evidence and arguments presented to the arbitrator by the respective parties. If a grievance is submitted to arbitration by the Union, neither offers for settlement nor concessions for settlement made during the grievance procedure shall be admissible in arbitration.

26.15 Binding/Non-Binding Decision

The decision of the arbitrator shall be binding upon the Union. To the extent that the award of the arbitrator is not in excess of \$5,000.00, it is binding on the County. To the extent that such award exceeds \$5,000.00, it is advisory. If within sixty (60) days of receiving notice of decision and award requiring an expenditure in excess of \$5,000.00, 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 \$5,000.00. The Union may then resort to a court of competent jurisdiction to pursue whatever other legal remedies are available to it under the provisions of this Memorandum.

26.16 Arbitrator's Decision Due

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

26.17 Arbitration Expenses Shared

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

## **ARTICLE 27: RETIREMENT**

27.1 Retirement – Employees Hired On Or Before December 31, 2012 And Employees Who Are Hired After That Date If Qualified For Pension Reciprocity

This Section 27.1 (including subsections) shall apply to employees hired on or before December 31, 2012 who are contributing members of the Sonoma County Employees' Retirement Association (SCERA). This Section 27.1 (including subsections) shall also apply to employees hired on or after January 1, 2013, and qualify for pension reciprocity pursuant to Government Code Section 7522.02(c) and any related SCERA reciprocity requirements.

#### 27.1.1 Final Compensation Based On Single Year

For purposes of determining a retirement benefit, final compensation for employees covered by this Section 27.1 shall mean the average annual compensation earnable by the member as specified in Government Code Section 31462.1.

#### 27.1.2 3% @ 60 Pension Formula

The 3.0% at 60 pension formula shall be available to employees covered by this Section 27.1 who are contributing members of the SCERA.

#### 27.1.3 Required Employee Contribution

SCERA members covered by this Section 27.1 will contribute the amount required by SCERA as employee contributions, and shall continue to pay an additional 3.03% of pay, pretax, to their employee retirement account. This 3.03% of pay contribution of the employee's pensionable compensation shall be paid as part of the County's contribution to pay for the unfunded accrued actuarial liability resulting from past service. This additional 3.03% contribution will continue until July 2024. Employees also will continue to pay a pretax statutory contribution of approximately 1% or slightly more, contingent upon age of entry into the retirement system.

#### 27.1.4 Employee Cost Share – 50% of Normal Cost

- a. Effective the first full pay period following September 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 27.1.3 of the MOU) and one half the total normal cost ("total normal cost" includes both employer and member shares) calculated as an average for General legacy Members of the Sonoma County Employees Retirement Association (SCERA) covered by this Section 27.1 based on rates of all active County General legacy members, with the difference computed to a factor and applied equally to all legacy members. Such legacy employees will receive a lump sum benefit allowance as reimbursement for this pension cost share arrangement each pay period equal to the dollar value of the deduction described in this paragraph, less any required taxes.
- 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 27.1.3 of the MOU) and one half the total

normal cost (“total normal cost” includes both employer and member shares) calculated as an average for General legacy Members of the Sonoma County Employees Retirement Association (SCERA) covered by this Section 27.1 based on rates of all active County General legacy members, with the difference computed to a factor and applied equally to all legacy members. Such legacy employees will receive a lump sum benefit allowance as reimbursement for this pension cost share arrangement each pay period equal to the dollar value of the deduction described in this paragraph, less any required taxes.

- c. The lump sum benefit allowance described in Sections 27.1.4 (a) and (b) will not be included in wages for computations of overtime, pension benefits or for any County benefit related purpose.

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

This Section 27.2 (including subsections) shall apply to employees hired on or after January 1, 2013, who are or become contributing members of the SCERA and who do not qualify for pension reciprocity pursuant to Government Code Section 7522.02(c).

### 27.2.1 Final Compensation Based On Three Year Average

As required by Government Code Section 7522.32, effective January 1, 2013, for the purposes of determining a retirement benefit for SCERA members covered by this Section 27.2, final compensation shall mean the highest average annual pensionable compensation earned during 36 consecutive months of service.

### 27.2.2 2% @ 62 Pension Formula

As required by Government Code Section 7522.20, the 2.0% at 62 pension formula shall be available to employees covered by this Section 27.2 who are contributing members of the SCERA.

### 27.2.3 Required Employee Contributions

As required by Government Code Section 7522.04(g), SCERA members covered in this Section 27.2 shall pay 50% of normal costs. In addition, SCERA members covered by this Section 27.2 shall pay 3.03% of the employee’s pensionable compensation toward the County’s employer contribution to retirement costs. This additional 3.03% contribution shall continue until July 2024.

## 27.3 Retirement – Credit for Prior Public Service

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

**ARTICLE 28: ENACTMENT**

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

**Signatures**

County of Sonoma

International Union of Operating Engineers  
Stationary Engineers, Local 39

s/Rick Bolanos  
Rick Bolanos, LCW

s/Bart Florence  
Bart Florence, Business Manager

s/Robert Scott  
Robert Scott

s/Stahly Robert Aldrich  
Stahly Robert Aldrich, President

s/Cheryl Enold  
Cheryl Enold

s/Steve Crouch  
Steve Crouch, Director of Public Employees

s/Susanne Oliver  
Susanne Oliver

s/Stan Eichenberger  
Stan Eichenberger, Chief Negotiator

s/Janie Carduff  
Janie Carduff

s/Adam Arnold  
Adam Arnold, Bargaining Team Member

s/Chris Junge  
Chris Junge, Bargaining Team Member

s/Dave Ricetti  
Dave Ricetti, Bargaining Team Member

s/Eric Schaller  
Eric Schaller, Bargaining Team Member



s/Craig Fildes  
Craig Fildes, Bargaining Team Member

s/DeWayne Burgess  
DeWayne Burgess, Bargaining Team Member

s/Louie Lopez  
Louie Lopez Bargaining Team Member

s/Lucia Kasulis  
Lucia Kasulis, Bargaining Team Member

s/Terry Adair  
Terry Adair, Bargaining Team Member

s/Thomas Dowdell  
Thomas Dowdell, Bargaining Team Member

(Signed Document on File with Employee Relations)

**APPENDIX A: LOCAL 39 SALARY TABLES**

<b>Job Code</b>	<b>Job Class</b>		<b>A Step Rate</b>
5222	AUTOMOTIVE MECHANIC		26.90
5223	AUTOMOTIVE TECHNICIAN		27.30
5330	BUILDING MAINTENANCE WORKER		18.45
5331	BUILDING MECHANIC I		27.08
5335	BUILDING MECHANIC II		30.65
1703	COMMUNICATIONS TECHNICIAN I		24.28
1705	COMMUNICATIONS TECHNICIAN II		31.87
5112	ELECTRICIAN-INSTRUMENTATION TECHNICIAN		44.48
5225	HEAVY EQUIPMENT MECHANIC		20.91
5226	HEAVY EQUIPMENT TECHNICIAN		29.46
5340	LANDFILL FACILITIES SPECIALIST		36.46
5224	LEAD AUTOMOTIVE TECHNICIAN		29.78
5228	LEAD HEAVY EQUIPMENT TECHNICIAN		32.28
1710	SENIOR COMMUNICATIONS TECHNICIAN		35.04
5142	WATER AGENCY CHEMIST		47.95
5098	WATER AGENCY ENVIRONMENTAL COMPLIANCE INSPECTOR		47.95
5097	WATER AGENCY ENVIRONMENTAL COMPLIANCE TECHNICIAN		34.51
5132	WATER AGENCY LEAD MECHANIC		45.56
5129	WATER AGENCY MECHANIC		41.24
5125	WATER AGENCY PLANT OPERATOR		41.24
5123	WATER AGENCY PLANT OPERATOR-IN-TRAINING		32.06
5126	WATER AGENCY SENIOR PLANT OPERATOR		45.34
5210	WELDER		29.46

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