



# MEMORANDUM OF UNDERSTANDING

*Between*

THE COUNTY OF SONOMA

SONOMA COUNTY WATER AGENCY

*and*

WESTERN COUNCIL OF ENGINEERS

**(W.C.E.)**

**2019 - 2023**

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# MEMORANDUM OF UNDERSTANDING

BETWEEN THE COUNTY OF SONOMA, SONOMA COUNTY WATER AGENCY  
and  
WESTERN COUNCIL OF ENGINEERS (WCE)  
2019-2023

## PREAMBLE

This Memorandum of Understanding between the duly appointed representatives of Sonoma County and Sonoma County Water Agency together hereinafter referred to as "County", and the Western Council of Engineers, hereinafter referred to as the "Council", contains the agreement of each concerning wages, hours and other terms and conditions of employment for the term of this Memorandum. The parties jointly agree to recommend to County Board of Supervisors and Board of Directors of the Sonoma County Water Agency the adoption of this Memorandum of Understanding effective December 2, 2019 unless otherwise specified. This Memorandum of Understanding shall apply only to the Engineers Bargaining Unit.

## ARTICLE 1: TERM

This Memorandum of Understanding is effective from December 2, 2019, unless otherwise specified. This Memorandum shall expire and otherwise fully terminate at 11:59 pm on June 1, 2023. The parties agree that all monetary and non-monetary changes contained herein will become effective upon adoption by the Board of Supervisors unless otherwise specified.

## ARTICLE 2: SUCCESSOR MEMORANDUM

In the event the Council or the County desires to negotiate a successor Memorandum of Understanding, it shall serve on the other party, by the third week of January 2023, its written request to commence negotiations.

## ARTICLE 3: RECOGNITION

The County recognizes the Western Council of Engineers, as the sole recognized bargaining representative for the classifications listed below. The Bargaining Unit as of the effective date of this Memorandum of Understanding, consists of employees in allocated positions in classifications listed below:

Junior Engineer	Water Agency Engineer I
Assistant Engineer	Water Agency Engineer II
Engineer	Water Agency Engineer III
Senior Engineer	Water Agency Engineer IV
Assistant Air Quality Engineer	Water Agency Hydrogeologist I
Air Quality Engineer	Water Agency Hydrogeologist II
Licensed Land Surveyor	Water Agency Hydrogeologist III
Professional Geologist	Water Agency Hydrogeologist IV
	Water Agency Land Surveyor

## ARTICLE 4: DEFINITIONS

**ACTTC:** Auditor-Controller-Treasurer-Tax Collector

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

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

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

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

**Bi-Weekly Pay Period:** Fourteen (14) consecutive calendar days which 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, boards and commissions, as administratively determined by the County; may include appointing authority, Board of Supervisors, Chief Administrative Officer or a supervisor.

**Domestic Partner:** A "domestic partnership" shall exist between two persons, one of whom is an employee of the County, covered by this Memorandum of Understanding, and has a valid Declaration of Domestic Partnership per California Family Code Section 297.

**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 Council.

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

**Employee 3/4 Part-Time:** An employee who is employed in an allocated position which is regularly scheduled for at least sixty (60) hours but less than eighty (80) hours of work per pay period.

**Employee Part-Time:** An employee who is employed in an allocated position which is regularly scheduled for no less than thirty-two (32) hours but less than sixty (60) hours of work per pay period. Unless otherwise specified in the Memorandum, the term "part-time employee(s)" shall include both employee 3/4 part-time and employee part-time.

**Extra Help Employees:** As defined in the Civil Service Rules and not represented by this Bargaining Unit.

**Flex-Time Work Schedule:** A non-regular work schedule with or without a consistent pattern as to the number of work hours per day or week, but an arrangement whereby the employee is obligated

to perform work and be responsible for flexing the hours of his/her own work schedule in accordance with arrangements agreed to by the employee and the County. Employees assigned to a flex-time work schedule will be eligible for overtime only when the hours worked exceeds eighty (80) in a pay period.

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

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

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

**Regular Work Day:** A 24-hour period containing a specified number of hours of work (normally 8, 9, or 10 consecutive hours of work) and normally interrupted by a meal break.

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

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

**Salary Scale:** The salary level for any given classification. The salary scale shall consist of nine salary steps, each approximately two and one half percent (2-1/2%) apart and identified with the letter "A" through "I". Each salary scale shall be identified by a number that shall correspond with the cents per hour of the "A" step of that salary scale. Similarly, each step of the salary scale shall be expressed in cents per hour.

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

## **ARTICLE 5: EMPLOYEE NOTIFICATION OF REPRESENTATION**

The County agrees to notify, within a reasonable time, each new employee in classifications assigned to the Engineers Unit, that Western Council is his/her recognized bargaining representative.

## **ARTICLE 6: RIGHTS OF WESTERN COUNCIL OFFICERS, REPRESENTATIVES AND MEMBERS**

### **6.1 Access to Work Locations**

Western Council officers and representatives may be granted reasonable access to employee work locations, with the consent of the appointing authority, for the purpose of contacting members concerning business within the scope of representation.

### **6.2 Grievance Processing**

Western Council may designate one unit member who shall be granted a reasonable amount of time off without loss of compensation to represent an aggrieved unit member under the County's grievance procedure. Grievance representatives, when leaving their work location to represent an employee, shall first obtain permission from their immediate supervisor and also from the grievant's supervisor.

### **6.3 Meeting Space**

Upon request by Western Council, the County may grant use of its County facilities for meetings

composed of represented unit members, provided such meetings are held outside regularly scheduled working hours for the group which is meeting, and provided space can be made available without interfering with County needs.

Western Council agrees to provide proper advance notice to the appropriate Department Head or his representative and pay any contingent costs of security, supervision, damage and cleanup.

#### 6.4 Data Run – All Employees in Units

The County will provide the WCE with a monthly data run of the names, class titles, departments, work email, home addresses, and work locations of all employees within the Bargaining Units covered by this Memorandum of Understanding. The WCE recognizes and respects the legal right of each employee to the employee's privacy and agrees not to use any information obtained pursuant to these provisions for any reason not authorized by law, or to allow others to use the information for commercial gain, nor in any manner that would violate those rights. With respect to this promise, the WCE agrees to indemnify, defend and hold harmless the County, its officers, employees, and agents, from any claim, liability, or damage arising from the WCE's breach of its duty under this Section (6.4).

#### 6.5 New Employee Orientation

(a) The County shall notify new employees hired into the Bargaining Unit represented by the WCE that the WCE is the recognized employee organization for the employee's classification. Within 30 days of hire into the Bargaining Unit, one WCE representative will have the opportunity to make a 30-minute presentation at each new employee orientation program presented by the County Human Resources Department. In addition, the WCE will have the opportunity to make a 10-minute presentation at each new employee orientation program presented by any department orientation program (not to include payroll sign-ups). The County will notify the WCE of a new employee orientation at least ten (10) calendar days in advance, except that a shorter notice may be provided in a specific instance where there is an urgent need critical to the County's operations that was not reasonably foreseeable. In addition, the County shall provide the WCE with an electronic list of expected participants at least 72 hours in advance of the employee orientation. Each new employee shall receive a copy of the WCE's standard introductory packet, or any other WCE-related materials, copies of which shall be provided by the WCE.

(b) The County shall provide the WCE a copy of the sign-in sheet, including the Bargaining Unit, within five (5) business days after each new employee orientation program presented by the County Human Resources Department.

(c) Within 90 days of hire into the Bargaining Unit, an employee who does not attend the orientation program presented by the County Human Resources Department, upon the WCE's request shall be authorized for County release time to attend a 30-minute make-up session with a WCE representative during regular working hours onsite.

(d) One WCE designee shall be granted 30 minutes County release time plus reasonable release time for necessary travel to present on the WCE's behalf at the orientation program conducted by the County Human Resources Department or make-up sessions.

- (e) County management/designees shall be absent from the room during any orientation program or make-up sessions conducted by the WCE with employees.

## **ARTICLE 7: PERSONNEL FILES**

### **7.1 Inspection of Personnel Files**

The County and Council agree that personnel records are not subject to public inspection, except as required by law. Employee shall have the right to inspect and review any official record relating to their performance as an employee which is kept or maintained by the County. The County shall provide an opportunity for the employee to respond in writing to any information about which the employee disagrees. The response shall become a permanent part of the employee's personnel file. The contents of employee personnel records shall be made available to the employee for inspection and review at reasonable intervals during the regular business hours of the County.

### **7.2 Records That Cannot Be Reviewed**

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

### **7.3 Consent for Union Representative to Review Records**

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

### **7.4 Copies of Personnel File Documents**

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

## **ARTICLE 8: COMMUNICATIONS**

### **8.1 Messenger Service**

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

### **8.2 Bulletin Boards**

The County will furnish adequate bulletin board space. 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 Council. Prior to posting, any material shall be plainly

and legibly initialed by an authorized representative of the Council.

8.3 Memorandum of Understanding – Distribution

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

**ARTICLE 9: DUES CHECK-OFF**

The County agrees to deduct all Council dues, insurance premiums and assessments from the pay of those employees who have authorized that such deductions be made. Assessments shall not include monies to be deducted for political purposes. The amounts deducted shall be remitted promptly to the Council or its designees, with an alphabetical list of the employees from whom deducted. The Council agrees that, in recognition of the County providing automatic dues deduction, the Council will not sue, grieve, or contest the County's processing or handling except in case of an error in which case the Council will call it to the County's attention. The County or the Council shall make prospective corrections or adjustments as necessary.

**ARTICLE 10: MANAGEMENT RIGHTS**

10.1 Reservation of Rights

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

10.2 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 its employees from duty because of lack of work, or for other legitimate reasons, to determine whether goods or services shall be made, purchased or contracted for, to determine the methods, means and personnel by which the County's services are to be provided, including the right to schedule and assign work and overtime, and to otherwise act in the interest of efficient service to the County.

10.3 Contracting Out Bargaining Unit Work – Council Notice

Prior to the Board of Supervisors taking formal action to contract out Bargaining Unit work represented by the Council, the Department Head will inform the County Administrator, the Human Resources Department, and the Council in writing of any substantial efforts being undertaken by the Department to consider contracting out such Bargaining Unit, will share with the Council any reports on such matters (including any cost benefit analyses) addressed to the Board of Supervisors, and, upon request of the Council, will meet and discuss the contracting out proposal with the Council. If the Board of Supervisors decides, by legislative action, to contract out any Bargaining Unit work, the County will send (hand delivered or by certified mail, return receipt requested) a written 90-calendar day notice to each employee represented by the

Council who will lose his or her allocated position or will have his or her regular work schedule reduced as a result of the contracting out action. The County will send the Council copies of all employee notices. The 90-day notice will specify that the employee will lose his or her position or will have a reduction in work hours effective 90 calendar days from the date the employee receives the notice.

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

## **ARTICLE 11: SALARIES AND ADMINISTRATION OF THE SALARY SCHEDULE**

### **11.1 Salaries**

Salary Scales shall be as specified in Appendix B for each classification in the Bargaining Unit.

#### **11.1.1 Market/Equity and Salary Adjustments**

- (a) Effective the pay period that begins December 3, 2019: the County will increase the current I step of each job classification in the salary table specified in Appendix B and attached to this agreement by \$1.15/hour. The County will then recalculate each salary scale in Appendix B from the adjusted I step to maintain an approximate 2.5% differential between salary steps.

Following the above adjustments, the County will provide a salary adjustment by increasing the adjusted A step of the County Engineer benchmark classification by 4.0%, as set forth in Appendix B-1. The County will concurrently increase the adjusted A-I steps of each non-benchmark classification linked to the County Engineer benchmark classification based on the County's internal salary administration alignments.

- (b) Effective the pay period that begins May 19, 2020: the County will increase the current I step of each job classification in the salary table specified in Appendix B and attached to this agreement by \$1.15/hour. The County will then recalculate each salary scale in Appendix B from the adjusted I step to maintain an approximate 2.5% differential between salary steps.

Following the above adjustments, the County will provide a salary adjustment by

increasing the adjusted A step of the Water Agency Engineer III benchmark classification by 0.45%, as set forth in Appendix B-1. The County will concurrently increase the adjusted A-I steps of each non-benchmark classification linked to the Water Agency Engineer III benchmark classification based on the County's internal salary administration alignments.

- (c) Effective the pay period that begins May 18, 2021: the County will increase the current I step of each job classification in the salary table specified in Appendix B and attached to this agreement by \$1.15/hour. The County will then recalculate each salary scale in Appendix B from the adjusted I step to maintain an approximate 2.5% differential between salary steps.

Following the above adjustments, the County will provide a salary adjustment by increasing the adjusted A step of the Water Agency Engineer III benchmark classification by 0.45%, as set forth in Appendix B-1. The County will concurrently increase the adjusted A-I steps of each non-benchmark classification linked to the Water Agency Engineer III benchmark classification based on the County's internal salary administration alignments.

#### 11.1.2 Cost of Living Adjustments

- (a) Effective with the pay period that begins December 17, 2019, the County will increase by two and nine tenths percent (2.9%) the A-I steps of each scale in the Salary Table specified in Appendix B.
- (b) Effective the pay period that begins June 2, 2020, the County will increase by two and nine tenths percent (2.9%) the A-I steps of each scale in the Salary Table specified in Appendix B.
- (c) Effective the pay period that begins June 1, 2021: the County will provide a salary adjustment by increasing the adjusted A step of each job classification specified in Appendix B by at least 1.95% and not more than 3.85%. To determine the actual salary increase, the County will compare the following values:

(V1)The San Francisco-Oakland-Hayward All Urban Annual Consumer Price Index (CPI-U) issued by the Bureau of Labor Statistics in January 2021 for the preceding December percentage change from December of the prior year.

(V2)The County's actual annual growth percentage of secured property taxes collected between fiscal years 2018-2019 and 2019-2020, divided by 1.5

The effective salary adjustment to be applied to the salary scale will be based on the lesser of value (V1) and value (V2) above, in the following manner:

- If the lesser of value (V1) and value (V2) is less than or equal to 2%, then the effective salary adjustment will be 1.95%.
- If the lesser of value (V1) and value (V2) is greater than or equal to 4%,



then the effective salary adjustment will be 3.85%.

If the lesser of values (V1) and (V2) is between 2% and 4%, the effective salary adjustment will be calculated according to the following formula:

Lesser of value (V1) and value (V2) = (X)  
(X) - 2% = (F)  
(F) x 0.95 = (G)  
(G) + 1.95 = effective salary adjustment: (H)

Examples:

(X) = 2.5%  
2.50 - 2.00 = 0.50  
0.50 x 0.95 = 0.475  
0.475 + 1.95 = 2.425%

(X) = 3.50%  
3.50 - 2.0 = 1.50  
1.50 x 0.95 = 1.425  
1.425 + 1.95 = 3.375%

- (d) Effective the pay period that begins May 31, 2022: The County will provide a salary adjustment by increasing the adjusted A step of each job classification specified in Appendix B by at least two percent and not more than four percent. To determine the actual salary increase, the County will compare the following values:

(V1)The San Francisco-Oakland-Hayward All Urban Annual Consumer Price Index (CPI-U) issued by the Bureau of Labor Statistics in January 2022 for the preceding December percentage change from December of the prior year.

(V2)The County's actual annual growth percentage of secured property taxes collected between fiscal years 2019-2020 and 2020-2021, divided by 1.5.

The effective salary adjustment to be applied to the salary scale will be based on the lesser of value (V1) and value (V2) above, in the following manner:

- If the lesser of value (V1) and value (V2) is between 2% and 4%, the County will increase the A step by the lesser of the two values.
- If the lesser of value (V1) and value (V2) is less than or equal to 2%, County will increase the A step by 2%.
- If the lesser of value (V1) and value (V2) is greater than or equal to 4%, the County will increase the A step by 4%.

### 11.1.3 Cash Allowance

- (a) Subject to the reductions identified in Section 11.1.3(b)-(d), below, 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 pay status excluding overtime, up to a maximum of eighty (80) hours in a pay period, (for approximately a maximum of \$600 per month).

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

- (b) Effective December 3, 2019, the County will reduce the hourly cash allowance to \$2.30 paid per pay status hour that the employee is in a paid status, up to a maximum of 80 hours in a pay period.
- (c) Effective May 19, 2020, the County will reduce the hourly cash allowance to \$1.15 paid per pay status hour that the employee is in a paid status, up to a maximum of 80 hours in a pay period.
- (d) Effective May 18, 2021, the County will reduce the hourly cash allowance to \$0.00 paid per pay status hour that the employee is in paid status, up to a maximum of 80 hours in a pay period.
- (e) In consideration for the foregoing, the County has agreed to increase the I step of the salary scale of each job classification identified in Appendix B by \$1.15/hour over a three (3) year period as set forth in Section 11.1.1 (Market/Equity and Salary Adjustments).

### 11.2 Salary Upon Employment

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

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

### 11.3 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, 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 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.

#### 11.4 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 such appointment. Employment at a higher salary step not to exceed the maximum of the scale may be authorized upon recommendation of the appointing authority and approval of the County. This provision does not apply to the appointment of an Extra Help employee to another Extra Help position(s) held simultaneously with the first position.

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

#### 11.6 Salary Upon Promotion

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

If a promotion occurs during the same pay period 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 pay status, exclusive of overtime subsequent to promotion, equals 1,040 hours. The effective date of the merit increase shall be in accordance with Section 11.19.

#### 11.7 Salary – Upon Promotion – Advanced 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 which is higher than that to which the employee is entitled, but which in no way exceeds the top of the scale.

11.8 Salary Upon Demotion During Probation (Failed Probation)

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

11.9 Salary Upon Involuntary Demotion

A full- or part-time employee, to whom the circumstances described in Section 11.8 do not apply, who is demoted involuntarily to a position in a class which is allocated to a lower salary scale than the class from which the employee is demoted, shall have the employee's salary reduced to the salary in the range for the new class next lower than, or not more than five percent (5%) lower than the salary received before demotion, except that such employee shall not be paid more than the maximum of the scale of the class to which the employee is demoted. The employee's eligibility for merit advancement shall not change as a result of demotion.

11.10 Salary Upon Voluntary Demotion

A full- or part-time employee, to whom the circumstances described in Section 11.8 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 does not exceed the salary received before demotion or displacement but not exceeding the maximum of the salary scale for the new class. The employee's eligibility for merit advancement shall not change as a result of demotion or displacement.

11.11 Salary Upon Reappointment from Voluntary Demotion

Any full-time or part-time employee who is demoted voluntarily and who is reappointed on a full-time or part-time basis in the same class within two (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.

11.12 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.

11.13 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.

11.14 Salary Upon Reclassification of Position - Same Salary

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

11.15 Salary Upon Reclassification of Position - Higher Salary

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

11.16 Salary Upon Reclassification of Position - Lower Salary

Whenever a position is reclassified to a class which is allocated to a lower salary scale, the salary of the incumbent shall be as provided by this article upon voluntary demotion, if the incumbent is appointed to fill the position. Whenever the effect of reclassification is to reduce the salary of an incumbent, the Board of Supervisors may, upon recommendation by the Director of Human Resources, direct that the incumbent shall continue to receive the previously authorized salary until termination of employment in the position, or until a percentage increase in pay may be authorized, whichever first occurs. Appropriate records shall show such an incumbent as being paid at a special fixed rate (Y-Rate) of the salary scale for the employee's class.

11.17 Merit Advancement Within Salary Scale

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

11.18 Salary Upon Advancement Within a Scale

Each employee shall be considered for an initial merit increase when the employee's total hours in pay 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 pay status exclusive of overtime at each step to which advancement equals 2,080 hours.

11.19 Effective Date of Merit Increase

All merit increased will be effective on the date the employee is eligible in accordance with Sections 11.17 (Merit Advancement Within Salary Scale) and 11.18 (Salary Upon Advancement Within a Scale).

11.20 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. Such employee 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 the minimum salary of the new class, nor greater than the maximum salary of the new class. The employee shall receive this salary as long as the employee continues to serve in such assignment and shall be entitled to receive increases for the position in accordance with the merit increase Section of this Memorandum as though the employee had been appointed on the day that the employee began to receive the salary designated for the position.

#### 11.20.1 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 “1” 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 the employee reaches the “1” step of the lower class while temporarily assigned, 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 “1” 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 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 Section 11.18 (Salary Upon Advancement Within a Scale).

However, if the employee received credit toward a merit increase in the lower class for hours worked in a temporary assignment as provided in Subsection 11.20.1(a), such hours shall not also count toward a merit increase in the higher class.

#### 11.21 Classification Study Requests

In response to a written request from a Department Head, the Council, or an employee for a reclassification study, the Human Resources Department shall acknowledge receipt of said request, and if possible, indicate the general priority, if known, within thirty (30) calendar days of the date said request is received by the Human Resources Department.

The Director of Human Resources or his/her designee will review the status of pending classification study requests with a staff member of Council upon request.

Before the Board of Supervisors establishes the salary scale for any new class represented by the Council, the County shall meet and discuss the salary scale for the new classification with the Council.

#### 11.22 Successor MOU Negotiations

In previous negotiations, the County and the Council arrived at a mutually agreeable list of agencies and benchmark classifications for the Sonoma County Water Agency classifications and these classifications were surveyed in preparation for the 2016-2018 MOU. These agencies are:

East Bay MUD, Marin Municipal Water District, Vallejo Sanitation and Flood Control District, Alameda Zone 7, Alameda Water District, Napa Sanitation District, Delta Diablo, and Central Contra Costa Sanitation.

For successor negotiations, the County and the Council reserve the right to survey and gather compensation data from other comparable water/sanitation districts, as well as those listed above for the Water Agency classifications.

With respect to the Sonoma County classifications, the County and the Council shall gather data from the survey agencies of their choice. Subject to data availability, the County and Council shall make the data available to each other by the start of the next negotiations, or as soon as possible thereafter for both County and Water Agency classifications.

#### 11.23 Labor Management Committee - Total Compensation Survey

The parties agree that in preparation for the next contract negotiation only, and at WCE's request on or after February 1, 2022, a Labor Management Committee ("LMC") will be established to discuss the County's total compensation survey methodology. If the LMC is established, the LMC will meet up to three (3) times for up to two (2) hours each to discuss the County's total compensation methodology. The LMC will consist of four (4) employees from WCE, plus one representative (not employed by the County). The County team shall consist of no fewer than three management representatives from the County. Nothing in this paragraph precludes the parties from discussing comparable agencies, classifications, and benchmarks during negotiations.

### **ARTICLE 12: HOURS AND OVERTIME**

#### 12.1 Purpose of Article 12 (Hours and Overtime)

Article 12 (Hours and Overtime) 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.

Article 12 (Hours and Overtime) applies to the following types of employment:

- (a) FULL-TIME: An allocated position which is regularly scheduled for eighty (80) hours of work in a bi-weekly pay period.
- (b) 3/4 PART-TIME: An allocated position which is regularly scheduled for at least sixty (60), but less than eighty (80) hours of work in a bi-weekly pay period.
- (c) PART-TIME: An allocated position which is regularly scheduled for at least thirty-two (32), but less than sixty (60) hours of work in a bi-weekly pay period.

## 12.2 Work Schedules

- (a) The County reserves the right to establish and modify work schedules to include standard 5/8, alternative, and flex-time schedules.
- (b) Employees may request and the County may utilize a flex-time or alternative schedule whenever such a schedule is beneficial to the County.
- (c) Employees assigned to a flex-time or alternative schedule will be eligible for overtime compensation as defined in Section 12.3.
- (d) An employee who is authorized to flex his/her regular work schedule for his/her convenience shall not use paid leave time to create eligibility for overtime under the contract.
- (e) The County reserves the right to discontinue a flex-time or alternative schedule and reassign the employee to a standard 5/8 work schedule based on the operational needs of the Department. The employee shall be given seven (7) days notice prior to discontinuance of the employee's flex-time schedule.
- (f) The County's decision to begin or end a flex-time or alternative schedule is not subject to Article 33 (Grievance Procedure).

## 12.3 Overtime Defined

For exempt employees overtime is defined as hours worked in excess of eighty (80) hours in a bi-weekly pay period. For non-exempt employees, overtime is defined as hours worked in excess of forty (40) hours in a work week or as otherwise required by law.

## 12.4 Overtime Compensated

The County has the right to specify how an employee will be compensated for overtime and that decision is final and not subject to grievance or appeal. All employees shall be compensated for all overtime worked either:

- 1) In cash at the rate of time and one-half (1½) the base hourly rate, or
- 2) As Compensatory Time Off (CTO) at the rate of time and one-half (1½). Compensatory Time Off shall be paid at the employee's base hourly rate.

## 12.5 Compensatory Time Off (CTO) Accrual

An employee may accrue eighty (80) hours of compensatory time off. With the approval of the County, an additional forty (40) hours of compensatory time may be accrued. After one-hundred twenty (120) hours of compensatory time have been accumulated and the employee has current credit for one-hundred twenty (120) hours of compensatory time, the department must compensate the employee in cash for any additional overtime worked.

## 12.6 Payment for Compensatory Time Off (CTO) at Separation

Each employee who is separated from County service shall be entitled to payment for his/her overtime credits remaining at the employee's base hourly rate at the time of his/her separation.

## 12.7 Assignment of Overtime

No employee shall work overtime without prior approval of the County. The County may require and authorize an employee to work overtime if such overtime work is essential to the



continuing efficient operation of the department in which the employees works.

12.8 Authorization of Use of Compensatory Time Off (CTO)

No employee shall take Compensatory Time Off without prior approval of the employee's designated supervisor. The supervisor shall attempt to schedule such time off at a time agreeable to the employee.

**ARTICLE 13: COMPENSATION BENEFITS**

13.1 Call-Back

Employees who are called back to work after having completed the normal shift and after having left the work site, shall be entitled to receive a minimum of two (2) hours pay at the applicable rate for all time worked within that two (2) hours call-back period. Such employees who are called back to work shall be compensated for regular time or overtime, as the case may be. Any payment for overtime shall be in accordance with the provisions of this agreement governing overtime. Time worked, for which the employee is entitled to compensation, shall include reasonable travel time to and from the employee's residence via the shortest commonly traveled route.

13.2 Licensed Land Surveyor Appointed by Board of Supervisors as County Surveyor

A Licensed Land Surveyor appointed by the Board of Supervisors as the County Surveyor will receive a ten percent (10%) premium pay above the employee's base hourly rate for all hours actually worked, in performing the duties of official County Surveyor.

13.3 Reimbursement for Professional Licenses

The County and Sonoma County Water Agency will pay, upon submittal by the affected employee, for the renewal cost of any professional license (Professional Engineer, Licensed Land Surveyor, Certified Hydrogeologist, and Professional Geologist) which is held by the employee for the benefit of the appointing authority and which is required by or relates to the employee's job duties.

**ARTICLE 14: PHONE WORK COMPENSATION**

With the Department Head or designee's approval, an employee who is off duty may be called upon to resolve work related problems by telephone without returning to the work site. Such an employee shall be entitled to receive one (1) hour of overtime compensation for any and all calls which cumulatively total one (1) hour or less within each 12-hour period. When the cumulative time of calls exceeds one (1) hour, an employee shall be entitled to receive overtime compensation for the cumulative time of the calls to the nearest quarter of an hour. Phone work performed during a regularly scheduled telecommuting assignment is not eligible for payment under this Section.

**ARTICLE 15: MILEAGE REIMBURSEMENT**

An employee who is permitted by the County to use his/her own motor vehicle for travel required of him/her in the performance of official duty, shall be reimbursed at the current applicable federal business standard mileage rate as established by the IRS for each mile driven so long as the employee substantiates the time, place and business purpose of the travel. Employees requesting

mileage reimbursement under this provision must submit a request for reimbursement no later than ninety (90) days following the date of travel.

## **ARTICLE 16: STAFF DEVELOPMENT & WELLNESS**

### **16.0 Staff Development Benefit Allowance Program**

The County will reimburse, out of departmental funds, the renewal cost of licenses and certifications required by the employee's current job specification.

### **16.1 Workforce Development and Training**

Within available resources, the County will provide the maximum in quality staff development. County participation through expense reimbursement or approval of leave will only occur where there is a reasonable expectation that the employee's work performance or value to the County will be enhanced as a result of the course of study.

### **16.2 Financial Resource Options**

Resources for staff development include County Workforce Development and Training, Departmental In-Service Training funds, Staff Development Benefit Allowance amounts, Continuing Education Leave and Departmental/Wellness travel funds, and employee paid training expenses.

### **16.3 Determining Training Needs**

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

### **16.4 Continuing Education Courses**

- (a) Employees in allocated positions are eligible for Continuing Education Courses (CEC). 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 subject to approval by the employee's appointing authority.
- (b) In the event the State of California mandates continuing education to retain licensure, the parties agree to meet and confer regarding Section 16.5 to include payment, the issue of work time, and implementation of an In-service agreement.

### **16.5 Continuing Education - Approval by Appointing Authority**

When a Continuing Education Course (CEC) is offered during an employee's normal work schedule, the employee may be authorized Continuing Education leave. Such leave authorization shall be subject to the approval of the employee's appointing authority and must be directly related to the employee's present position, or career advancement within the present department. Approval of one course in a series does not automatically constitute approval for the entire series unless specifically authorized by the appointing authority. Continuing Education Leave shall be considered as time worked.

### **16.6 In-Service Training - Program Description**

The County shall make every effort to provide a program of In-Service training for employees

in the Bargaining Unit designed to maintain a high standard of performance and to increase the skills of employees in the Bargaining Unit.

Training courses to be attended shall have a direct bearing on the work of the employee. Attendance of training courses may be authorized by the Department Head. Decisions by Department Heads on request by employees should be based on the following criteria: The effect the absence of the employee will have on the department's operations and its ability to continue to provide the services and perform the functions for which it is responsible; the relationship of the subject of the program, seminar, conference or workshop to the function performed by the employee and the department, and the employee's professional development; the method of financing the training requested by the employee.

**16.7 In-Service Training - Financial Resource Options**

There are three (3) ways the expenses of the program might be paid:

1. By the County: Expenditures for travel, meals, lodging, registration and other items included annually within the department budget.
2. By Other Public or Private Agencies: Occasionally, employees receive approval for their expenditures to be paid by grants from the State or Federal governments, from private organizations or from professional organizations.
3. By the Individual Employee: Occasionally, the departmental budget may not permit trips to be paid by the County. The employee may feel that the trip would be of benefit to the employee's professional development, and therefore, would be willing to pay the expenses if the employee were permitted time off from work at full salary.

**16.8 Employee Attendance Selection**

When more than one employee within a department requests to attend In-service training and it is not possible to grant attendance for all those employees who have made such a request because of the criteria listed above, the Department Head shall establish an attendance list based on the priority order of:

- Prior identified training needs
- Prior attendance at similar courses
- Seniority (continuous service).

**16.9 Staff Development /Wellness Benefit Allowance Program**

The Department of Human Resources shall develop, modify, implement, and administer administrative/programmatic guidelines online.

Eligible employees may request reimbursement for allowable expenses as defined in the County's online Staff Development Benefit Allowance Program guidelines.

**16.10 Staff Development and Wellness Benefit Allowance Amounts**

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

<b>Employee Status</b>	<b>Annual Benefit Staff Development/Wellness Allowance</b>
F/T .75 & Above	\$ 1500.00
Part-Time – Less than .75 FTE	\$ 750.00

These amounts shall be maintained through this Contract term. Total funds per fiscal year can be used for Staff Development and/or Wellness expenditures. Unused funds may not be carried over into the next fiscal year. Reimbursement for eligible Staff Development/Wellness Benefit expenses may be taxable pursuant to Internal Revenue Code.

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

16.11 Notary Services

When Notary services are required to be performed as an assigned duty of the job classification of the position and approved by the employee's appointing authority, the County shall pay out-of-pocket costs associated with the Notary license, including bond, stamp and book. Time spent to test for license or renewal is paid work time, as it is related to required duties.

16.12 Non-Grieveable/Non-Arbitrability

Article 16 of this MOU is not grievable or arbitrable.

**ARTICLE 17: TAX DEFERRAL PROGRAMS**

17.1 Deferred Compensation

17.1.1 Deferred Compensation – Voluntary Program

The County agrees to maintain the current Deferred Compensation plan for Bargaining Unit members. Nothing herein renders the County liable to the Council or any employee for a discontinuance of Internal Revenue Service or Franchise Tax Board approval of any County deferred compensation plan or portion thereof.

17.1.2 Deferred Compensation – County Paid Program

Beginning Fiscal Year 2004-2005, Deferred Compensation of one-half percent (1/2%) for all eligible employees was re-directed towards the County cost of implementing the 3% at 60 Retirement benefit.

17.1.3 Deferred Compensation – Employee Appeal

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

17.1.4 Deferred Compensation – Non-Grievability

The only deferred compensation issue that is grievable or arbitrable is whether the

County has made its contribution.

17.1.5 Deferred Compensation – Program Modification

Nothing herein renders the County liable to the Council 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).

17.2 Non-Grievability

All tax deferral salary enhancement plans will be set up and/or administered by the County in accordance with applicable Federal and State laws, and as such, will not be subject to Article 33, Grievance Procedure, of the Memorandum.

**ARTICLE 18: HEALTH AND WELFARE BENEFITS FOR ACTIVE EMPLOYEES**

18.1 Active Employee Health Plans

An eligible employee is:

- A County of Sonoma probationary or regular full-time or probationary or regular part-time employee (Refer to Section 18.2.7 (Part-Time Employees – Health Benefits) regarding plans offered and pro-ration of benefits for part-time employees).
- Eligible dependents are (as defined in each plan document/summary plan description):
  - Either the employee’s spouse, or registered domestic partner if the employee has a Declaration of Domestic Partnership filed with the State of California, Secretary of State, as defined in California Family Code Section 297 et.seq; or
  - A child up to age 26 or a disabled dependent child regardless of age.

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 his/her dependent child/children, each child will be allowed to enroll as a dependent on only one employee or retiree’s plan (i.e., an employee and his or her dependents cannot be covered by more than one County offered health plan).

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

Election to enroll in a County offered health plan is required within the first 31 days following date of hire to a permanently allocated position of .40 FTE or greater, or it will be made during an annual 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.

Health plan coverage is paid on a semi-monthly basis (24 payments per year).

**18.2.1 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 Plan. The benefit provisions, co-payments, and deductibles of each plan are outlined in the Summary Plan Description or Evidence of Coverage. Specific reference to a vendor does not obligate the County to continue to offer a medical plan offered by a specific vendor. The County may change health insurance carrier(s) and/or network provider(s), provided the plan design(s) are substantially equivalent.

**18.2.2 County Contribution toward Active Employee Medical Benefits**

The County shall contribute up to maximum of the following amounts based on level of coverage for employees enrolled in County-offered medical coverage for any eligible full-time regular employee and their eligible dependent(s).

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

**County Contribution - Plan Year 2019-2020**

Effective the pay period beginning December 3, 2019, the County shall contribute up to maximum of the following amounts based on level of coverage for employees enrolled in County-offered medical coverage for any eligible full-time regular employee and their eligible dependent(s).

Employee only	\$700 per month (\$350 semi-monthly)
Employee plus one	\$1,400 per month (\$700 semi-monthly)
Family	\$1,980 per month (\$990 semi-monthly)

**County Contribution – Plan Year 2020-2021**

Effective the pay period beginning May 19, 2020, the County shall contribute up to maximum of the following amounts based on level of coverage for employees enrolled in County-offered medical coverage for any eligible full-time regular employee and their eligible dependent(s).

Employee only	\$742 per month (\$371 semi-monthly)
Employee plus one	\$1,484 per month (\$742 semi-monthly)
Family	\$2,100 per month (\$1,050 semi-monthly)

**County Contribution – Plan Year 2021-2022**

Effective the pay period beginning May 18, 2021, the County shall contribute up to maximum of the following amounts based on level of coverage for employees enrolled in County-offered medical coverage for any eligible full-time regular employee and

their eligible dependent(s).

Employee only	\$786 per month (\$393 semi-monthly)
Employee plus one	\$1,574 per month (\$787 semi-monthly)
Family	\$2,224 per month (\$1,112 semi-monthly)

**County Contribution – Plan Year 2022-2023**

Effective the pay period beginning May 17, 2022, the County shall contribute up to maximum of the following amounts based on level of coverage for employees enrolled in County-offered medical coverage for any eligible full-time regular employee and their eligible dependent(s).

Employee only	\$834 per month (\$417 semi-monthly)
Employee plus one	\$1,668 per month (\$834 semi-monthly)
Family	\$2,358 per month (\$1,179 semi-monthly)

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

The County shall contribute to part-time eligible employees on a pro-rated basis, in accordance with Section 18.2.6 (Part-Time Employees – Health Benefits).

**18.2.3 Dental Benefits**

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

The employee contribution is \$25.00 semi-monthly (\$50.00 per month).

Effective the pay period beginning October 23, 2018, for the pay date of November 14, 2018 the employee contribution shall be suspended for a total of fourteen (14) months, resuming January 8, 2020. The County shall contribute to part-time eligible employees on a pro-rated basis, in accordance with Section 18.2.6 (Part-Time Employees – Health Benefits).

**18.2.4 Vision Benefits**

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

Part-time employees are automatically be enrolled in the vision benefit and the County shall contribute to part-time eligible employees on a pro-rated basis, in accordance with Section 18.2.6 (Part-Time Employees - Health Benefits).

#### 18.2.5 Life Insurance

The County shall offer a basic term-life insurance plan in the amount equal to one (1) times the employee's annual base salary. Enrollment in basic life insurance is automatic, based on eligibility.

##### Dependent Life:

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.

##### Supplemental Life:

Eligible employees may purchase additional life insurance for themselves at their own expense upon initial eligibility or during the annual open enrollment period specified in Section 18.2 (Enrollment in County Offered Health (Medical, Dental, Vision, Life Insurance) Plans). Employees may purchase supplemental coverage in increments one times (1X) to four times (4X) their annual base salary to a maximum of \$500,000 (basic + supplemental), in accordance with the insurance carrier's policy. Participating employees and the County will be required to follow the insurance company's contracted requirements with respect to maximum amounts and the necessity for evidence of insurability in order to be eligible to receive the benefit as may be amended from time to time and may be based on actual participation by County employees in the program. An employee enrolled in supplemental coverage who moves from one age bracket to the next higher bracket will have to pay the rate of the higher age bracket beginning the January of the year the employee moves to the higher age bracket.

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

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

Except for part-time (0.75 FTE+) employees referred to in Section 18.2.6, part-time employees shall not be eligible to participate in the County's life insurance program.

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

Effective the pay period beginning on July 19, 2016, the County shall cease contributions to the HRA accounts described in this Section. County contributions pursuant to this Article will be available to Plan participants for reimbursement of eligible medical care expenses as incurred by an eligible employee or dependent(s) as defined under Internal Revenue Code Sections 105 and 106.

HRA contributions made pursuant to this Article are separate and apart from HRA contributions and benefit eligibility criteria for Retiree Medical for employees hired on



or after January 1, 2009, pursuant to Section 19.3. 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.

### 18.3 Employee Assistance Program

The County provides an Employee Assistance Program for all employees represented under this MOU for the term of this Memorandum at no cost to the employee.

### 18.4 Long-Term Disability

The County shall provide and pay the premium for a Long-Term Disability (LTD) benefit as described in the applicable policy certificate to all full- and part-time employees (0.4 FTE minimum) who meet the eligibility requirements. Enrollment in the Long-Term Disability benefit is automatic.

The benefit waiting period is the longer of 60 days, or the period an employee elects to receive paid leave. Employees eligible to receive LTD benefits are not required to exhaust sick leave before receiving LTD benefits, but an employee who chooses to use sick leave or other paid leave after the 60th day of disability is not eligible to receive any LTD benefits until the employee stops using paid leave. LTD benefits cannot be supplemented with any paid leave. LTD benefits will be offset by any applicable income, such as, short-term disability benefits, retirement benefits, Social Security and Social Security Disability benefits, etc.

#### 18.4.1 Long-Term Disability - Claims Dispute

The claims dispute process is described in the Policy Certificate. The County Human Resource - Risk Management Division will assist employees with claims dispute processing.

### 18.5 Workers' Compensation Claims Dispute

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

#### 18.5.1 Workers' Compensation Temporary Disability – Supplementing with Paid Leave

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

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

If an employee is on an unpaid absence or goes on leave without pay, either of which reduces the employee's time in 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.

#### 18.7 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 13 pay period entitlement reduced for any pay period in which the employee is in paid status for at least fifty percent (50%) of the employee's allocated full-time equivalent as specified in this Section 18.7 (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 paid status hours fall below fifty percent (50%) of the allocated full-time equivalent. The County's thirteen (13) pay period leave without pay benefit entitlement shall run concurrent with 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%) or greater of the employee's 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 once a completed and signed Employee Benefits Enrollment/Change form is received by the Human Resources Benefits Unit within 31-days

of the return from leave.

#### 18.8 Continuation of Health Benefits Coverage

An employee who is entitled to continued benefit coverage as specified in Section 18.6 (Health Benefits During Leaves of Absence - Non-Medical Leaves Without Pay) and Section 18.7 (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 form signed by the employee and his/her appointing authority shall be forwarded to the ACTTC's office when leave is authorized.

To assure continued insurance coverage, premiums shall be paid by the employee to the ACTTC's Office no later than the last day of the pay period or the date specified in the notice. If the employee fails to pay the premium by the due date, he/she will receive one (1) reminder notice. In order to prevent a lapse in coverage due to non-payment, the employee shall pay a twenty-five dollar (\$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 once a completed and signed Employee Benefits Enrollment/Change form is received by the Human Resources Benefits Unit within 31-days of the return from leave.

#### 18.9 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 18.26 (Part-Time Employees-Health Benefits). For pay periods with no pay status hours, pro-ration shall be based on the employee's FTE.

#### 18.10 COBRA

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

#### 18.11 Salary Enhancement Plans

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

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

##### IRS Section 125: Premium Conversion

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

Health Flexible Spending Account

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

18.12 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.

18.13 Labor Management Meetings – Health Benefits

Through the term of this Memorandum, upon request, the County and representatives of the Council, not to exceed four (4) in number, shall meet quarterly at mutually agreed upon times at the County to discuss informational matters of mutual concern relating to the County Health Plan and other health benefit related benefits. More frequent meetings may be held upon mutual agreement. If a meeting occurs during an employee council representative's regular work schedule, the employee can attend without loss of regular pay and benefits. Items and information to be discussed at each meeting shall be subject to advance mutual agreement. The parties acknowledge that these meetings and this provision shall not be subject to Article 33 (Grievance Procedure), to meet and confer requirements of the County Employee Relations Policy and Section 3505 of the Government Code.

18.14 Layoff – Medical Severance Coverage

For employees who continue to be laid off from County service, the County will make its usual medical insurance contribution for the first six (6) pay periods following layoff and one half (1/2) its normal contribution for the next six (6) pay periods following layoff. Eligible employees will be offered the opportunity to continue coverage through COBRA. If/when this medical severance is offered concurrently with COBRA continuation coverage, the eighteen (18) month COBRA continuation period shall be extended by each month of medical severance coverage to a maximum of twenty-four (24) total months.

18.15 Affordable Care Act Reopener

Upon request from the County, the parties will reopen Article 18, entitled "Health and Welfare Benefits for Active Employees" during the term of the agreement to address and any impacts

on the obligation under Article 18 caused by the Affordable Care Act (ACA).

## **ARTICLE 19: MEDICAL BENEFITS FOR FUTURE RETIREES**

### **19.1 Retiree Medical Coverage**

An eligible retiree and eligible dependent(s) (as defined below) may be enrolled in a County offered medical plan as described in Section 19.2 but is allowed only to enroll either as a subscriber in a County offered medical plan or, as the dependent spouse/domestic partner of another eligible County employee/retiree, but not both. If an employee/retiree is also eligible to cover their dependent child/children, each child will be allowed to enroll as a dependent on only one employee or retiree's plan (i.e., a retiree and his or her dependents cannot be covered by more than one 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.

### **19.2 County Contribution toward Retiree Medical Plans - Employees Hired Before 1/1/2009**

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 ten (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 19.2 (County Contribution toward Retiree Medical Plans – Employees Hired Before 1/1/2009) provided that they are subsequently restored to County employment, pursuant to Civil Service Rule 11.4, rejoin the County retirement system, and are otherwise eligible for retiree medical benefits under this Section. The break in service caused by the layoff shall be bridged upon restoration such that, although no service time is earned during the break, consecutive service is restored for eligibility for this benefit. To the extent allowed by law they shall not be eligible for the benefits described in Section 19.3 (County Contribution toward Retiree Medical Plans – Employees Hired On or After 1/1/2009, Effective 1/1/2009).

B. County Contribution. The County shall contribute toward the cost of County offered

medical plans for any eligible retiree, whether or not the retiree covers eligible dependent(s), \$500.00 per month. The retiree is responsible for all costs (including premiums) that exceed the total County contribution.

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

19.3 County Contribution toward Retiree Medical Plans - Employees Hired On or After 1/1/2009, Effective 1/1/2009

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

A. Eligibility

- 1) An employee must have been a contributing member (or a contribution was made on their behalf) of the Sonoma County Employees' Retirement Association (SCERA) for the eligibility period described below.
- 2) Regular full-time employees and part-time employees in an allocated position of 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 pay status.
- 3) If an employee separates employment before meeting the eligibility requirement, the employee shall receive no benefit.
- 4) Laid-Off & Restored Employees: Employees who were employed by the County on or after January 1, 2009, but who were laid off thereafter shall be eligible for the benefits described in this Article 19.3 (County Contribution toward Retiree Medical Plans – Employees Hired On or After 1/1/2009, Effective 1/1/2009) provided that they are subsequently restored to County employment, pursuant to Civil Service Rule 11.4, rejoin the County retirement system, and are otherwise eligible for retiree medical benefits under this Section. The break in service caused by the layoff shall be bridged upon restoration such that, although no service time is earned during the break, consecutive service is restored for eligibility for this benefit. .

B. County Contribution

- 1) Initial County Contribution
  - a. On the first pay date following completion of the eligibility requirements, regular full-time employees shall receive a lump sum contribution of \$2,400 deposited into an HRA account established in their name. Thereafter, contributions will be made each pay period based on the actual hours worked during that pay period.

- b. The lump sum contribution amount for regular part-time employees shall be pro-rated based on their allocated position only (e.g., a regular employee in a 0.5 full-time equivalent allocated position will receive a lump sum contribution of \$1,200 deposited into their HRA account).
- 2) Regular County Contribution
- After the initial contribution (defined above) is made, the County shall contribute \$0.58 per pay status hour (no more than eighty (80) hours biweekly), not including overtime, for each eligible employee. For a full time employee, this equates to approximately \$100 per month or \$1,200 per year, after the initial eligibility period is met.
- 3) Access to Account Balance
- a. Participants may access the balance in their HRA account upon termination of employment and attainment of age 50, or upon retirement from the Sonoma County Retirement System, whichever is earlier.
  - b. Participants may defer accessing the account balance to any time beyond the earliest date described in (a).
  - c. Amounts that remain in the account balance are available to reimburse the participant for the same permitted medical expenses for the spouse and any other dependent covered under the retiree medical plan, however, federal regulations do not permit the inclusion of expenses for domestic partners.
- 4) Survivors of Eligible Retirees With Account Balances
- a. Spouses and eligible dependent children or dependent adults that are disabled may continue to access account balances after the death of the retiree.
  - b. Domestic partners are not permitted access to the account balances of the participant by virtue of restrictions in the federal regulations that govern these types of accounts.
- 5) Forfeiture of account balance:
- a. If an active employee dies prior to retirement, the amount of account balance is available to participating spouses and dependents to reimburse them for medical expenses permitted under the relevant Section of the Internal Revenue code.
  - b. Account balances in part or in total for active participants or retirees without any eligible spouse or dependent or unused account balances after the death of the last eligible spouse or dependent will be forfeited and returned to all other active and retired participants in the form of a dividend allocated in direct proportion to the amount to be distributed divided by the total account balance for all participants applied to each individual account balance. These distributions will occur within one hundred twenty (120) days after the annual certified audit of the plan is submitted to the administrator and the County.

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

#### 19.4 Surviving Dependent – County Contribution for Employees Hired Before 1/1/2009

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 Sections 19.2 prior to the death of the retiree, and
2. Either be enrolled or have waived coverage at the time of the retiree's death.

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

#### 19.5 Surviving Dependents

County Contribution for Employees Hired On or After 1/1/2009 Upon the death of a retiree enrolled in the Defined Contribution retiree medical benefit plan (as defined in Section 19.5), 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.

#### 19.6 Additional HRA – Eligibility

- 1) An employee must be a contributing member (or a contribution is made on their behalf) of the Sonoma County Employees' Retirement Association (SCERA).
- 2) Regular full-time employees and part-time employees in an allocated position of 0.5 full-time equivalent or greater are eligible to receive a County HRA contribution.

##### 19.6.1 Additional HRA – Biweekly Contribution

Effective February 23, 2010, through August 5, 2013, (end of pay period closest to Board adoption) for each eligible employee in paid status, the County contributed ten dollars (\$10) each pay period into each employee's individual HRA account.

##### 19.6.2 Additional HRA – Access to Account Balance, Survivors, and Forfeiture

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



19.6.3 County HRA Contribution – Full Obligation

For Bargaining Unit members hired on or after January 1, 2009, the County contributions to the employee's County HRA account described in Section 19.3 (County contribution toward Retiree Medical Plans – Employees Hired On or After 1/1/2009), combined with the County's former contribution to the HRA as described in 19.6.1 (Additional HRA-Biweekly Contribution), constitute the County's entire obligation towards medical benefits upon termination and/or retirement and the parties agree that no other retiree medical benefits exist.

19.6.4 Additional HRA – Determination of Intent

In the event that any court, arbitrator, administrative agency, or other tribunal of competent jurisdiction determines that any of the contributions described in Section 19.6.1 (Additional HRA-Bi-Weekly Contribution) are to be included in calculating the County's contribution toward retiree medical insurance for any retiree(s), then the contributions described in Section 19.6.1 (Additional HRA-Bi-weekly Contribution) shall be held in abeyance and the parties shall meet and confer on the matter to preserve the intent of the parties in an attempt to reach an agreement to preserve the benefits negotiated in Section 19.6.1 (Additional HRA-Bi-weekly Contribution).

19.6.5 Waiver

In consideration for the supplemental HRA benefits provided in Section 19.6 (Additional HRA – Eligibility), the Council on behalf of itself and its current members/survivors as of January 12, 2010, waives any cause of action based on County conduct regarding retiree medical benefits from April 1, 2007 through August 5, 2013 (end of pay period closest to Board adoption). Unless compelled by operation of law, the Union further agrees it will not initiate, financially support, or participate in any grievances, claims, demands, or suits against the County resulting from or in connection with the matters described herein.

19.6.6 For active employees enrolled in a County sponsored medical plan, the County will make a one-time transfer of the funds contributed under this Section 19.6 into the active employee HRA account when administratively feasible.

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

**ARTICLE 20: HOLIDAYS**

20.1 Holidays – Paid

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

- (1) New Year's Day, January 1\*
- (2) Martin Luther King, Jr's Birthday, the third Monday in January
- (3) Lincoln's Birthday, February 12\*
- (4) President's Day, the third Monday in February

- (5) Memorial Day, the last Monday in May
- (6) Cesar Chavez Day, March 31\*
- (7) Independence Day, July 4<sup>th</sup>\*
- (8) Labor Day, the first Monday in September
- (9) Veteran's Day, November 11\*
- (10) Thanksgiving Day, as designated by the President
- (11) The day following Thanksgiving Day
- (12) Christmas Day, December 25\*
- (13) Each day declared by the Governor of the State of California and formally recognized by the Board of Supervisors of the County of Sonoma as a day of mourning, Thanksgiving or special observance.

\* Date Specific Holidays

20.2 Holidays – Observed

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

20.3 Holidays – Compensation Full-Time – Employees Not Scheduled to Work

A full-time employee whose assigned work schedule does not include either the date specific holiday or the observed holiday, shall elect to receive eight (8) hours of paid holiday or eight (8) hours of compensatory time in accordance with Section 12.6. 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.

This paid holiday benefit shall be reduced proportionally by any unpaid time in the pay period in which the holiday falls.

20.4 Holidays – Compensation – Working on Holidays

The County shall compensate an employee who actually works on either the date-specific holiday or the County “observed” holiday listed in Section 20.1 at the overtime rate. The County shall compensate an employee who works on both the date-specific holiday and the related County observed holiday listed in Section 20.1 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 (1) day shall be paid at the overtime rate of pay.

20.5 Part-Time Employees

For each holiday listed in Section 20.1, each part-time employee shall receive holiday pay equivalent to one-tenth (0.1) 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) exceeds the hours regularly scheduled to be worked, the employee shall receive holiday pay equivalent to one-tenth (0.1) of an hour for each hour in paid status (excluding the holiday benefit). This holiday pay shall not exceed eight (8) hours for each holiday nor, for a part-time employee, be less than three and two-tenths (3.2) hours

for each holiday in the pay period.

20.6 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 20.1.

20.7 Floating Holiday

Each regular, full-time employee will be granted eight floating holiday hours each calendar year. The employee must be in paid status on the employee’s regularly scheduled workdays before and after using the floating holiday. The timing of the employee’s use of the floating holiday shall be subject to advance approval of the Department Head or designee. The floating holiday hours 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. Each part-time employee shall be entitled to a prorated number of hours based on allocated FTE at the time of the annual calendar year allocation.

**ARTICLE 21: VACATIONS**

21.1 Vacation – Maximum Accumulation

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

21.2 Vacation – Part-Time Employees

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

21.3 Vacation – Accrual

Each employee who has completed the following in-service hours shall accrue vacation leave at the appropriate rate shown below. In-service hours include all hours in paid status excluding overtime up to a maximum of eighty (80) per pay period.

Rates shown below will be adjusted to reflect any unpaid time in each pay period.

Years of Completed Full-Time Service	Service Hours of Completed Service	Rate for 80 In-Service Hr. Per Pay Period	* Maximum Accumulated Hours
0 through 5	0 - 10,434	4.94	280
5 through 10	10,435 – 20,870	5.25	280
10 through 15	20,871 – 31,305	6.48	280
15 through 20	31,306 – 41,741	7.09	280
20 through 25	41,742 – 52,177	7.70	280
25 or greater	52,178 or more	8.01	280

21.4 Vacation – Credit Upon Reappointment

Each employee with 10,435 in-service hours (five (5) or more years) who resigned in good standing and is reappointed within two (2) years shall be credited with all prior continuous service less 4,174 in-service hours (two (2) years) for purposes of new vacation accrual. Each employee with 10,435 in-service hours (five (5) or more years) who is laid off and who is reappointed within two (2) years, shall be credited for vacation accrual purposes with the same number of in-service hours as the employee had accrued at the time of layoff.

21.5 Vacation Schedules

Vacation schedules shall be arranged by Department Heads with particular regard to the needs of the service, and whenever possible, with regard to the wishes of the employee. Every effort shall be made to arrange vacation schedules so that each employee will take as much vacation in each year as accrues to the employee in that year. Each employee's vacation time may be 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 at the time such leave is taken.

21.6 Payment for Unused

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

21.7 Vacation Savings Plan

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

Employees enroll during an annual open enrollment period in October/November for the subsequent plan year. The plan year runs from January 1 – December 31. Full-time and part-time employees become eligible to enroll in the VSP upon reaching 4,174 service hours as of the pay period end date immediately preceding the start of open enrollment. Eligibility to enroll ends upon completion of 10,434 in-service hours as of the last day of the pay period immediately preceding the start of an annual 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.

Employees who have reached 4,174 hours by the last day of the pay period immediately preceding the beginning of an annual enrollment, and who have not exceeded 10,434 service hours, must complete their election through the County's self-service program or paper

enrollment form during the open enrollment period. Employees indicate the number of hours (up to 20) they wish 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 by the employee 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.

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 for 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 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. Time may be used in one-tenth hour increments
- b. Use of VSP hours is subject to the same provisions in Section 21.5 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 the depletion of leave, if applicable.
- i. VSP hours may be used in conjunction with Worker's Compensation benefits in the same manner as accrued leave.
- j. VSP hours may not be used to extend the date of separation from County employment.

## **ARTICLE 22: SICK LEAVE & FAMILY LEAVE**

### **22.1 Sick Leave Benefit for Employees in Allocated Positions**

#### **22.1.1 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-hour (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. Usage and accrual of said benefits shall be governed by the same rules and regulations applicable to full-time employees.

#### **22.1.2 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.

#### **22.1.3 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 from 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 22.5).

## 22.2 Sick Leave Use

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

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

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

- a. Employee Illness: During the employee's own incapacity due to illness or injury;
- b. Employee Treatment or Examination: during the time needed by the employee to undergo medical or dental treatment or examination;
- c. For Care of a Family Member: For diagnosis, care or treatment of an existing health condition of, or preventative care for the employee family member. For leave under this Section 22.2.1, "family member" is defined as a:
  1. Child (defined as biological, adopted, or foster child, stepchild, legal ward, or a child to whom the employee stands in place of a parent, regardless of age or dependency status);
  2. Parent (defined as a biological, foster, or adoptive parent, step parent, or other person who stood in place of a parent to the employee or the employee's spouse or domestic partner when the employee was a child. A biological or legal relationship is not necessary for a person to have stood in place of a parent to the employee as a child.)
  3. Employee's spouse or registered domestic partner, as defined in Article 4 of the MOU;
  4. Grandparent, grandchild, or sibling of the employee or the employee's spouse or registered domestic partner, as defined in Article 4 of the MOU.

Sick leave use for family members listed in this Section 22.2.1(C) shall not exceed forty-eight (48) hours per occurrence unless extended by joint action of the employee's Department Head and the Director of Human Resources by reason of exceptional hardship. "Occurrence" means per illness or related incidents. The 48 hours do not have to be consecutive.

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

- d. Domestic Violence, Sexual Assault, or Stalking: When an employee is a victim of domestic violence, sexual assault or stalking, sick leave may be used for the following purposes: 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 the employee or the employee's child(ren); to seek medical attention for injuries caused by domestic violence, sexual assault or stalking; to obtain services from a domestic violence shelter, program or rape crisis center as a result of domestic violence, sexual assault or stalking; to obtain psychological counseling related to an experience of domestic violence, sexual assault, or stalking; to participate in safety planning or take other actions to increase safety from future domestic violence, sexual assault, or stalking, including temporary or permanent relocation. Documentation may be required for approval of use of sick leave under this provision, pursuant to Section 23.1.4 Documentation Requirement.

#### 22.2.2 Sick Leave Use – FMLA/CFRA/PDL Qualifying Leave

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

- (a) Employee Illness: During the employee's own incapacity due to illness or injury.
- (b) Employee Treatment or Examination: During the time needed by the employee to undergo medical or dental treatment or examination.
- (c) Disabled by Pregnancy: When a woman employee is disabled by pregnancy, which means that, in the opinion of her health care provider, she is unable because of pregnancy to work at all or is unable to perform any one or more of the essential functions of her job or to perform these function without undue risk to herself, the successful completion of her pregnancy, or to other persons.
- (d) Care of Family Member: When a child, spouse, domestic partner, 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 an illness or injury and it is necessary for the employee to care for such child, spouse, registered domestic partner, or parent. Child is defined as biological, adopted, or foster child, stepchild, legal ward, or a child to whom the employee stands in place of a parent, who is either under 18 years of age or an adult dependent child. An adult dependent child is an individual who is 18 years of age or older and who is incapable of self-care because of a mental or physical disability within the meaning of Government Code Section 12926(j) and (l).

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

For FMLA/CFRA qualifying events to care for a covered family member incapacitated by injury or illness, employees are allowed to use up to 480 hours



of accrued sick leave per eligible event, and not to exceed the number of hours authorized by medical certification. CFRA bonding leave does not qualify for use of sick leave.

Information on FMLA/CFRA/PDL eligibility, documentation, and benefit and pay status is provided under Section 22.6 – Family Care and Medical Leave under FMLA/CFRA.

## 22.3 Required Documentation

### 22.3.1 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.

### 22.3.2 First Forty-Eight Hours

The first 48 hours, or number of hours equal to 6 days of an 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.

### 22.3.3 Subsequent Hours

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

### 22.3.4 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 22.2.1(d) of this Agreement. Such certification shall be treated as confidential. Certification may be provided directly to Human Resources and shall not be disclosed to any person except to the affected employee, or as provided by law.

### 22.3.5 FMLA/CFRA/PDL

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

## 22.4 Sick Leave Distribution at Death or Layoff

The County shall pay each employee who separates from County service by death or layoff,

the monetary equivalent of twenty-five percent (25%) of all unused sick leave remaining to such employee's credit as of the time of separation, computed on the basis of such employee's base hourly pay. Extra Help sick leave hours are not eligible this provision.

## 22.5 Sick Leave Conversion/Distribution at Retirement

- (a) Conversion at Regular Retirement: Only an employee separating from County Service on regular, non-disability retirement shall convert one hundred percent (100%) of all unused sick leave remaining to such employee's credit at the time of retirement to retirement service credit as provided by Government Code Section 31641.03. Extra Help sick leave hours are not eligible for conversion to retirement service credit.
- (b) Distribution at Disability Retirement: The County shall pay each employee separated from County service by a disability retirement at such employee's base hourly rate for all unused sick leave remaining to such employee's credit as of the time of separation. The County shall not pay an employee under this Section for any sick leave hours donated to the employee by other employees under a catastrophic leave benefit. Extra Help sick leave hours are not eligible for this provision.
- (c) Payoff at Regular Retirement: For each employee who separates from County service on a regular, non-disability retirement, who reaches 100% of the retirement benefit allowed by law, and who is prevented by law from converting some or all of the employee's remaining unused sick leave to service credit under Section 22.5 (Conversion at Regular Retirement), the County shall pay the employee the monetary equivalent of twenty-five percent (25%) of all unused sick leave retaining to such employee's credit at the time of separation, computed on the basis of the employee's base hourly rate of pay. Extra Help sick leave hours are not eligible for this provision.

## 22.6 Family Care & Medical Leave

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

### 22.6.1 Eligibility

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

### 22.6.2 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:

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

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

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

22.6.3 Family Care and Medical Leave to Care for a Covered Servicemember With a Service Injury or Illness

Subject to the provisions of this MOU, County policy, and state and federal law, including the FMLA, an eligible employee may take FMLA leave to care for a covered servicemember with a serious injury or illness if the employee is the spouse, son, daughter, parent, or next of kin of the servicemember. This 12 month period used under FMLA/CFRA to determine sick leave eligibility is separate from the "annual period" defined in 22.3.1)

22.6.3.1 A eligible employee's entitlement under Section 22.6.3 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 Section begins on the first day an employee takes leave to care for the covered servicemember.

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

22.6.4 Pay Status and Benefits

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

22.6.4.2 Nothing in this Section shall preclude the use of medical or pregnancy disability leave in Section 18.7 (Medical/Pregnancy Disability Leave) when the employee is medically incapacitated or disabled. If an employee does not qualify for continued benefits under this Section 22.6. or Section 18.7 (Medical/Pregnancy Disability Leave) and the employee wishes to continue benefit coverage, then Section 18.8 (Continuation of Health Benefits Coverage) applies.

22.6.5 Relationship of Family Care and Medical Leave to Other Leaves

Any leave of absence that qualifies as family care and medical leave and is designated by the County as family care and medical leave will be counted as running concurrently with any other paid or unpaid leave to which the employee may be entitled for the same qualifying reason. Section 22.7 identifies accrued paid leave which an employee may be required to use concurrently with unpaid family care and medical leave.

22.6.6 Relationship to Pregnancy Disability Leave

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

22.6.7 Notice to the County

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

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

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

#### 22.6.8 Medical Certification

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

#### 22.6.9 County's Response to Leave Request

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

#### 22.6.10 Dual Parent Employment

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

#### 22.6.11 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 absolute right to return to the same position. Use of family care and medical leave will not result in the loss of any employment benefit that accrued prior to the start of an eligible employee's FMLA/CFRA leave.

#### 22.6.12 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 22 are subject to

Article 33, Grievance Procedure, of this MOU, but the County Medical Leave Policy is not subject to Article 33, Grievance Procedure, of this MOU.

22.6.13 This Section 22.6 shall be interpreted as the legal minimum family care and medical leave available to eligible employees. The County may grant additional leave without pay under this Section (22.6) provided it is consistent with the applicable provisions of the Sonoma County Civil Service Rules, County leave policies and other provisions of this memorandum.

22.7 Leaves of Absence Without Pay - Applies to All Leaves Without Pay

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

**Paid leave is required to be used before Leave Without Pay (LWOP) is approved**

Event	Sick	Vacation	CTO	Comment
During the employee's own incapacity due to illness or injury.	Yes. You may keep 40 hrs.	No	No	
During the time needed by the employee to undergo medical or dental treatment or examination	Yes. You may keep 40 hrs.	No	No	
When a woman employee is disabled by pregnancy.	Yes. You may keep 40 hrs.	No	No	
When a family member is incapacitated by illness/injury and the employee must care for him/her, or for care, exam or treatment of a family member*.	Yes. You may keep 40 hrs.	Yes	Yes	May keep 40 hrs. Any combination of Vacation & CTO
Non-Sick FMLA/CFRA** qualifying event (e.g., child bonding)	No	No	No	
Section 16.5 - 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 and Medical Leave Act (FMLA)/California Family Rights Act (CFRA)

22.8 Paid Parental Leave

22.8.1 Eligibility

Effective 10/1/2018 for eligible events that occur on or after Board adoption, any permanent or probationary employee who has been continuously employed by the

County for at least 12 months prior to the start of the leave shall be eligible for Paid Parental Leave (PPL) to use within 12 months of the following events:

- Birth of a child of the employee, the employee's spouse, or the employee's registered 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.

#### 22.8.2 Benefit and Use

Eligible employees shall be granted 320 PPL hours to use within 12 months of the qualifying event.

PPL is based on as 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 departments operational needs when working a reduced schedule.

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

#### 22.8.3 Coordination of Benefits and Leaves

PPL can be fully integrated with any short-term disability or California Paid Family Leave program. STD and PFL will not reduce PPL leave entitlement. For time covered by FMLA/CFRA job protected leave for bonding, PPL must be used prior to other accrued leave or Leave without Pay. If an employee has exhausted FMLA/CFRA entitlements, PPL must be used prior to Leave without Pay for arranged leaves for the purpose of bonding. 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.

#### 22.8.4 Implementation

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

### **ARTICLE 23: COMPASSIONATE LEAVE**

A full-time or part-time employee may be granted up to thirty-two (32) hours of leave with pay, in the event of death of spouse, domestic partner, child, step-child, son-in-law, daughter-in-law, brother, brother-in-law, sister, sister-in-law, 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. With respect to this Article, the term "spouse" shall also include domestic partner and the term "parent" is as defined in Section 22.2.c.2. Up to an additional eight (8) hours of Sick Leave may be used 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 bereavement 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 purposes of this Section shall mean an average of the two (2) pay periods immediately preceding the need for bereavement leave or the employee's normal biweekly allocation of hours, whichever is greater.

#### **ARTICLE 24: COURT LEAVE**

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

#### **ARTICLE 25: JURY DUTY**

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

#### **ARTICLE 26: NO BREAK IN SERVICE**

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



## **ARTICLE 27: VOTING**

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

## **ARTICLE 28: LEAVE PENDING DISCIPLINARY ACTION (Suspension, Involuntary Demotion, Termination)**

When the County has served notice of proposed disciplinary action on a full-time employee who has permanent status in the classified Civil Service, the County may place such employee on leave of absence with pay for a period not exceeding the time intervening between service of notice and expiration of the three (3) day response period provided by the Rules of the Civil Service Commission.

## **ARTICLE 29: LEAVE FOR CANDIDATES FOR PUBLIC OFFICE - WATER AGENCY**

Any appointive officer or employee, who becomes a bona fide candidate for elective public office, may upon recommendation of the County, 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 so to do, specifying the dates upon which such leave shall begin and end. Such officer or 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. Such leave shall not extend beyond the period of time during which such officer or employee is a bona fide candidate for elective public office.

## **ARTICLE 30: LEAVE WITHOUT PAY - WATER AGENCY**

### **30.1 General Provisions**

- (1) The General Manager may grant leaves without pay, at the request of the employee concerned, to employees of the Agency because of illness, disability, or pregnancy disability, or as provided by the Family Medical Leave Act; or for educational purposes; or for other reasons subject to the approval of the General Manager.
- (2) An employee may appeal the denial by the General Manager of the employee's request for leave without pay. Such appeal shall be made in writing and submitted through the Grievance Procedure specified in Appendix A 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.
- (3) The decisions of the Grievance Appeals Committee on any appeals under this Section 30.1 shall be final and binding.

### **30.2 Work-Related Disability Leave**

Requests for leave without pay for disabilities which are found by the Water Agency's

Workers' Compensation carrier or the Industrial Accident Commission to be incurred as a result of Water Agency employment shall be approved by the General Manager for the period following expiration of paid Sick Leave and vacation until discontinuation of disability compensation payments.

30.3 Military Service

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

30.4 Fitness for Duty Examination

When an employee is absent due to illness, injury or disability, the General 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.

30.5 Non-Grievability

Article 30 is not grievable except as stated in Section 30.1(2).

**ARTICLE 31: DISCIPLINE NOTICE AND HEARING - WATER AGENCY**

31.1 General Provision

The General Manager may take disciplinary action against any employee of the Water Agency.

31.2 Definitions - Full-Time/Part-Time Employees

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.

31.3 Other Than Full/Part-Time Employees

All employees other than full-time or part-time employees, as described above in Section 31.2, serve at the pleasure of the General Manager of the Water Agency.

31.4 Discipline Process

The General Manager may dismiss, suspend or involuntarily demote a full-time or part-time employee only for cause.

- (a) If the General Manager proposes to dismiss, suspend or involuntarily demote a full-time or part-time employee, the General Manager 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 three (3) working days following the date of service of notice. If no response or request for extension of time to respond is received by the General Manager within such three (3) 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 three (3) day response period. On written request within such three (3) days by the employee showing good cause therefore, the General Manager may extend the time for response for a reasonable period 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.

- (b) 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 reason 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) working days of receipt of the order. The petition shall state whether the employee requests an open or closed hearing.
- (c) Within thirty (30) days of receipt of a petition, the Human Resources Director shall begin the Board of Directors hearing process on the order and appeal by holding a prehearing conference.
- (d) Prehearing Conferences
  - i. Each party appearing in any case shall attend the prehearing conference with their respective counsel or union representative, if any, and shall have a thorough knowledge of the case, be prepared to discuss it to make stipulations or admissions where appropriate, and to attempt to resolve the appeal if possible.
  - ii. The parties, or their respective representatives, are encouraged to confer in person or by correspondence before the date assigned for the prehearing conference to reach agreement upon as many matters as possible.
  - iii. At the prehearing conference, each party shall attempt to identify, to the other party and to the Secretary of the Board, the documents which they will seek to introduce at the time of the hearing, as well as a tentative witness list.
  - iv. At the time of the conference, the parties will try to simplify the actual and legal issues involved in the appeal. The parties shall also use their best efforts to stipulate to admissions of fact, and of documents, as will avoid unnecessary proof. At the time of the conference, the parties shall also be prepared to give their best estimation of the time necessary for the hearing of the appeal.
  - v. The failure of any person to prepare reasonably for, appear at, or participate in good faith in a prehearing conference as required by this Section, unless good cause is shown for that failure, is in interference with the proceedings of the Board. Upon such failure, the Board may order an appropriate change in the calendar status of action.
  - vi. If there is no resolution as a result of this pre-hearing conference, within thirty

(30) working days thereafter, the matter shall be placed on the agenda of the Board of Directors for purposes of setting a hearing date, or referred to a hearing officer as described in Section 31.4(e) and (f).

- (e) 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 (collectively referred to as "hearing officer") selected from a list provided by the State Mediation and Conciliation Service. If no agreement is reached, the Board of Directors will select a hearing officer from the above list, or at its discretion, may hear the appeal. The hearing shall be conducted in the manner of hearings conducted under the Administrative Procedure Act. The hearing officer or the Board may affirm, modify or revoke a decision of the General Manager. The decision of the hearing officer or the Board shall be final.
- (f) At a hearing before the Board of Directors or hearing officer, 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 Administrative Procedure Act.
- (g) 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 its evidence. The employee shall then present the employee's defense. Thereafter, each side may present rebuttal evidence.
- (h) 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.
- (i) 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.
- (j) This Article shall not be construed to create any property right that would give rise to procedural due process beyond that specifically described herein.
- (k) 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 32: LAYOFF POLICY - WATER AGENCY**

The County and Council agree that the following layoff procedure shall be applicable to all regularly employed full- and part-time employees of the Water Agency who are covered by this Memorandum.

### **32.1 Staff Reduction**

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

Neither the layoff nor decision to layoff shall be grievable or arbitrable under the procedures

of this Memorandum of Understanding.

### 32.2 Layoff Notice

An employee may be laid off from his or her position twenty-one (21) calendar days after formal written notice has been presented or mailed by first class to the employee at his or her last known address with a copy to the Council.

#### 32.2.1 Restoration

Each person who has been laid off 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 was laid off. The Water 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 Water Agency business days after the receipt of the offer or should the employee decline to begin work within fifteen (15) regular Water Agency business days after the receipt of the offer, the employee shall be declared unavailable and shall forfeit the right to restoration unless a further offer of restoration is authorized by the Water Agency General Manager.

#### 32.2.2 Order of Restoration

Whenever more than one person has been laid off in the same class in the Water Agency, the order of restoration shall be the last person of the order of layoff shall be offered restoration first, based on the date of layoff.

#### 32.2.3 Availability

Whenever a person is unavailable for restoration, the next person who is eligible for restoration shall be offered restoration in the same manner and under the same conditions. Should there be no person available for restoration, the position may be filled by the Water Agency.

#### 32.2.4 Forfeit

A person who has forfeited restoration may, within ten (10) regular Agency business days after forfeiture, request in writing to the Water Agency General Manager that he/she be considered for a further offer of restoration, should such occur within one (1) year after the layoff date. The request shall contain a full explanation of the reason for the person's unavailability. Within thirty (30) calendar days after the request is filled the Water Agency's General Manager shall either approve or deny the request. The Water Agency General Manager may specify conditions under which the further offer of restoration may be approved.

### 32.3 Layoff - Appeals

#### 32.3.1 Hearing Body

The General Manager 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.

### 32.3.2 Appeal of Implementation

Implementation of a layoff decision may be appealed by an employee laid off. However, the decision to layoff may not be appealed.

### 32.3.3 Appeal Process

Any formal written notice to a part-time or full-time employee stating that the employee is subject to layoff, may be appealed as follows:

- (a) Within ten (10) regular Water Agency business days from the receipt of the notice, an employee may, within the provision of paragraph (b) above, appeal the proposed action to the Water Agency General Manager.
- (b) Within five (5) regular Water Agency business days after receiving the appeal, the Water Agency General Manager shall give a written decision to the employee.
- (c) If the employee is not satisfied with the decision, the employee may, within five (5) regular Water Agency business days after receiving the decision, appeal the decision to the Water Agency's Board of Directors.
- (d) The Agency's Board of Directors or a Hearing Officer appointed by the Board shall review the appeal and schedule the appeal hearing within thirty (30) days. The Hearing Officer shall make a recommendation to the Board of Directors within thirty (30) days of the appeal hearing.
- (e) The Agency's Board of Directors decision will be final after considering the Hearing Officer's recommendation if the Board appointed a Hearing Officer.

## **ARTICLE 33: GRIEVANCE PROCEDURE**

The County and the Council agree that the grievance procedure established for the employees covered by this Memorandum of Understanding shall be the County Grievance Procedure established by the Board of Supervisors per Resolution Numbers DR 74211A/74211B on May 10, 1983, or as it may be amended in the future. A copy of this procedure is included in Appendix A for information purposes.

## **ARTICLE 34: 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.

## **ARTICLE 35: PERSONAL PROPERTY REIMBURSEMENT**

Upon recommendation of the County, in accordance with Government Code Section 53240, an employee shall be reimbursed for the costs of replacing or repairing property or prostheses of an employee, such as eyeglasses, hearing aids, dentures, watches, or articles of clothing necessarily worn or carried by the employee when any such items are lost or damaged in the line of duty without

negligence by 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 at 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 36: NO STRIKE**

#### 36.1 Full Performance

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

#### 36.2 Protected Activities - Council

Accordingly, the Council agrees not to engage in any illegal activities during the term of this Memorandum including, but not limited to, work stoppages, strikes (including sympathy strikes), "slowdowns", "sick-ins", or similar concerted activity against County. This promise by the Council is both a covenant and a condition precedent to the continuing performance by County of any obligation owed by County to the Council or the employees it represents during the term of this Memorandum.

#### 36.3 Written Assurance

If County is at any time uncertain of the Council's continued performance, it may demand, and Council will provide, written assurance of its continued good faith performance of this Agreement.

#### 36.4 Prohibited Activities - Employee Liability

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

#### 36.5 Lock-Out - Prohibited During Term

The County agrees not to lock out employees during the term of this Memorandum.

### **ARTICLE 37: FULL UNDERSTANDING, MODIFICATION, WAIVER**

#### 37.1 MOU - Full Understanding

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.

#### 37.2 MOU - Meet and Confer Waiver

Except as specifically provided herein, it is agreed and understood that the Council 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 Council acknowledges that County has fulfilled its obligations under Government Code Section 3505 for the term of this agreement, July 19, 2016 (date of Board adoption) through July 1, 2018.

37.3 MOU - Modification

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 and Board of Directors of Sonoma County Water Agency.

37.4 Civil Service Commission Authority

Nothing in this Memorandum 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 hereunder.

37.5 MOU - Non-Precedent Setting

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.

37.6 Incorporate Side Letters Into MOU

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

### **ARTICLE 38: SEPARABILITY**

38.1 MOU - Invalidation of Article/Section

If during the term of this Memorandum, any item or portion thereof of this Memorandum is held to be invalid by operation of any applicable law, rule, regulation, or order issued by governmental authority or tribunal of competent jurisdiction, or if compliance with or enforcement of the item or portion thereof shall be restrained by any tribunal, such provision of this Memorandum shall be immediately suspended and be of no effect hereunder so long as such law, rule, regulation, or order shall remain in effect.

38.2 MOU - Full Force and 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.

### **ARTICLE 39: DIRECT DEPOSIT**

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

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



## **ARTICLE 40: SPECIAL PROVISIONS**

### **40.1 Medical Examinations - Water Agency**

The General Manager or designee may direct any employee to undergo a medical examination to determine his or her mental and physical capacity to perform the duties of the position. Each determination that an employee is or is not capable of performing the duties of the position may be made available to the manager and to the employee concerned. All other records pertaining to such examination shall be retained by the County's Occupational Provider in the same place and under the same circumstances as other patient records.

## **ARTICLE 41: NO DISCRIMINATION**

Provisions of this Memorandum of Understanding shall be equally applied to all employees in the unit without unlawful discrimination as to race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, or sexual orientation. The parties agree that the prohibition against sexual discrimination include sexual harassment. The County and the Council 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.

## **ARTICLE 42: RETIREMENT PLAN**

### **42.1 Retirement – Credit for Prior Public Service**

In addition to any other retirement buyback provision authorized by law and applicable rules of the Sonoma County Employees' Retirement Association, 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 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.

- (a) Under Government Code Section 31641.2, the eligible represented employees shall be required to pay twice the amount of contributions, plus interest that would have been made by the employees to the retirement funding.

### **42.2 Retirement – Employees Hired On or Before December 31, 2012**

This Section 42.2 (including subsections) shall apply to employees hired on or before December 31, 2012, who are or become contributing members of the Sonoma County Employees' Retirement Association ("SCERA"), or who are hired after that date and qualified for pension reciprocity as stated in Government Code Section 7522.02(c) and any related SCERA reciprocity requirements.

#### **42.2.1 Final Compensation Based On Single Year**

For purposes of determining a retirement benefit, final compensation for employees covered by this Section 42.2 shall mean the average annual compensation earnable by the member as specified in Government Code Section 31462.1.

#### 42.2.2 3% @ 60 Pension Formula

The 3.0% at 60 pension formula shall be available to employees covered by this Section 42.2 who are contributing members of the SCERA.

#### 42.2.3 Required Employee Contribution

SCERA members covered by this Section 42.2 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 shall continue to pay a pretax statutory contribution of approximately 1.0% or slightly more, contingent upon age of entry into the retirement system.

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

- a. Effective the first full pay period following September 1, 2016 (or as soon as administratively feasible), and subject to Sonoma County Employees' Retirement Association (SCERA) Board approval of the cost share arrangement under the terms described herein, active County General legacy members of SCERA will contribute one-third of the actuarially-determined difference between the average General legacy employee retirement rate (exclusive of the 3.03% payroll contribution toward UAAL described in Section 42.2.3 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 42.2.4 based on rates of all active County General legacy members, with the difference computed to a factor and applied equally to all legacy members. Such legacy employees will receive a lump sum benefit allowance as reimbursement for this pension cost share arrangement each pay period equal to the dollar value of the deduction described in this paragraph, less any required taxes.
- b. Effective the first full pay period following July 1, 2017, and subject to Sonoma County Employees' Retirement Association (SCERA) Board approval of the cost share arrangement under the terms described herein, active County General legacy members of SCERA will contribute an additional one-third (for a total of two thirds) of the actuarially-determined difference between the average General legacy employee retirement rate (exclusive of the 3.03% payroll contribution toward UAAL described in Section 42.2.3 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 42.2.4 based on rates of all active County General legacy members, with the difference computed to a factor and applied equally to all legacy members. Such legacy employees will receive a lump sum benefit allowance as reimbursement for this pension cost share arrangement each pay period equal to the dollar value of the deduction described in this paragraph, less any required taxes.

- c. The lump sum benefit described in Sections 42.2.4 (a) and (b) will not be included in wages for computations of overtime, pension benefits, or for any County benefit-related purpose.

#### 42.3 Retirement – Employees Hired On or After January 1, 2013

This Section 42.3 (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 as stated in Government Code Section 7522.02(c).

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

As required by Government Code Section 7522.32, effective January 1, 2013, for the purposes of determining a retirement benefit for SCERA members covered by this Section 42.3, final compensation shall mean the highest average annual pensionable compensation earned during 36 consecutive months of service.

##### 42.3.2 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 42.3 who are contributing members of the SCERA.

##### 42.3.3 Required Employee Contributions

As required by Government Code Section 7522.30(c), SCERA members covered by this Section 42.3 shall pay 50% of normal costs. In addition, SCERA members covered by this Section 42.3 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.

### **ARTICLE 43: SAFETY BOOTS/SHOES**

In its sole discretion, the County shall determine the protective safety equipment and safety uniforms 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 use County Issued Safety Equipment and wear Safety Uniforms as a condition of employment.

Full-time and permanent part-time employees regularly assigned to construction activities, refuse facilities, field operations and road maintenance will be entitled to receive a \$170 voucher for one (1) pair of safety boots or shoes, to be replaced on an as-needed basis, but not more frequently than every two (2) years. Extraordinary replacement is by approval of the appointing authority only.

### **ARTICLE 44: SAFETY PROGRAM**

The County provides a Safety 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.

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.

## **ARTICLE 45: REOPENERS**

### **45.1 Reopeners**

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

### **45.2 Retirement Security Labor Management Committee**

After the effective date of the parties' successor MOU and during the timeline specified below, the County and the Union will form a management/labor retirement benefits committee. The charge of the committee is to gather and analyze information on County employee retiree benefits and to develop recommendations for optimal long-term solutions that meet the interests and needs of all impacted parties and still position the County to have total compensation market competitiveness and workforce stability. As part of this recommendation, the parties shall address the following items: unfunded liability cost sharing; pension cost sharing; pension obligation bonds; retiree medical benefits; longevity; and retiree cost of living adjustment. Other retirement related issues may be considered by mutual agreement.

The committee shall consist of up to two (2) WCE Union members and six (6) management representatives. Union team members will be permitted time off without loss of compensation or other benefits when formally meeting or engaging in mutually agreed upon preparation or caucus time. Additional WCE staff may participate.

The County and the Union further agree that the committee should include representatives from all County Bargaining Units and employee organizations and that they will support having representatives of all such units and organizations participating in the committee by commencement of the committee's work in the March 2021. The County and the Union further agree that the committee's work will be completed by March 2022. The committee's recommendations and strategies will be advisory only to the County's CAO's office.

The County and the Union agree that to the extent the committee's recommendations and/or strategies, and/or the County Administrator's recommendations resulting from the committee's recommendations and or strategies, address subjects that are specifically covered by existing Articles or Sections in the parties' labor agreements, those specific Articles or Sections may be re-opened by either party to formally meet and confer. Unless the parties mutually agree otherwise, the earliest reopener negotiations will commence will be June 2022.

## **ARTICLE 46: 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.

**COUNTY OF SONOMA  
SONOMA COUNTY WATER AGENCY**

**/s/ Heather Coffman**  
Heather Coffman  
Liebert, Cassidy, Whitmore

**/s/ Jeremie Jenkins**  
Jeremie Jenkins

**WESTERN COUNCIL OF ENGINEERS**

**/s/ Nancy Watson**  
Nancy Watson

**/s/ Nazareth Tesfai**  
Nazareth Tesfai

(Signed Document on File with Employee Relations)

## APPENDIX A: COUNTY GRIEVANCE PROCEDURE

### Section I DEFINITIONS

- (a) **GRIEVANCE.** A grievance is a complaint by an employee, a group of employees, or by a recognized employee organization on behalf of an employee(s) (all herein after referred to as a "grievant") concerning any term or condition of employment which the appointing authority has complete or partial authority and power to change or which the appointing authority may seek to resolve through action by another Department Head. Where a grievance concerns a matter which is controlled in whole or in part by another Department Head(s), such Department Head(s) shall be made a party to the grievance. A grievance may relate to a management interpretation or application of law, ordinance, regulations, the resolutions of this Board, or departmental rules and regulations. Specifically excluded from the definition of grievance and from the grievance procedure are:
- (1) Complaints, the resolution of which would require a change in or an amendment to law, ordinance, or the resolutions, rules or regulations of this Board;
  - (2) Discrimination complaints which shall be filed through the County's equal Opportunity Discrimination Complaint Procedure;
  - (3) Dismissals, suspensions, and reductions in rank or compensation; and
  - (4) In addition to (4), above, all other matters appealable under the Civil Service Ordinance and/or the Rules of the Civil Service Commission.
- (b) **GRIEVANCE PROCEDURE.** The grievance procedure is the method by which a grievant may seek management action to relieve or eliminate the grievance.
- (c) **GRIEVANCE APPEALS COMMITTEE.** A Grievance Appeals Committee of three members shall be a forum for consideration and resolution of grievances. Committee members shall be composed as follows:
- (1) One person selected by the recognized employee organization representing the grievant. If the grievant is unrepresented, then the grievant may select a Committee member of the grievant's choosing.
  - (2) The Director of Human Resources or designee. If the grievant is employed in the Human Resources Department, then the County Administrator shall select this Committee member.
  - (3) The third member of the Committee shall be mutually selected by the first two Committee members chosen by the grievant and the Human Resources Director. The third member of the Committee must be so selected within ten (10) days of the day the first two members were selected. If the first two Committee members are unable to agree upon a selection, then the first two Committee members shall strike names off of a list of the current members of the County Civil Service Commission until only one (1) name remains, who shall be the third member of the Committee. The order of striking shall be determined by a coin toss. No Committee member may be selected who is employed in the department in which the grievant is employed. Committee members shall select a chairperson. The Human Resources Department shall provide secretarial services to the Committee. The Committee shall meet on call of its chairman and with mutual agreement, as to date and time of the meeting, among the grievant, the appointing authority and the other Committee members. Deliberations of the Committee shall be informal, confidential and provide a full and fair hearing of the

grievance and proposed solutions without formal rules of evidence or a stenographic or electronic recording of the proceedings.

- (d) DAYS. The term "days" as used in this procedure shall mean regular County business days, Mondays through Fridays, from 8:00 a.m. to 5:00 p.m., but excluding formal County holidays or weekends.

## Section 2. REPRESENTATION

An employee may be represented in any step of this grievance procedure by a representative of the recognized employee organization which represents the grievant as a County employee, or, if the grievant is an unrepresented County employee, the grievant may be represented by a person of the grievant's own choosing. No member of the Grievance Appeals Committee may represent the grievant.

## Section 3. DISCRIMINATION

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

## Section 4. TIME OFF

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

## Section 5. INFORMAL GRIEVANCE PROCEDURE

It shall be the mutual responsibility of employees and management to endeavor to resolve grievances informally at the lowest practicable level of management. To this end, the grievant shall first present the grievance to the grievant's immediate supervisor in an informal meeting within ten (10) days after the occurrence of the circumstances giving rise to the grievance or the grievant's first knowledge thereof. The grievant may request the meeting be held at any reasonable time, and the supervisor shall meet with the grievant as soon as reasonably practicable after receipt of the request. In the meeting, the grievant and the supervisor shall review the grievance. The employee shall fully and fairly explain: the alleged action or inaction by the County which caused grievance; the policy, rule, law or regulation allegedly violated by the County; and the remedy the grievant believes will resolve the grievance. The parties shall cooperate in seeking a resolution of the grievance. If questions beyond the scope of the supervisor's authority or knowledge are involved, the supervisor may consult the supervisor's superiors or other County officers. The supervisor shall present an informal, verbal decision with supporting reasons to the grievant within five (5) days after the meeting.

## Section 6. FORMAL GRIEVANCE PROCEDURE

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

- (a) All formal grievances shall be in writing on the form appended to this resolution. A supply of forms shall be maintained in each department and shall be readily accessible to all employees.
- (b) Within five (5) days after receipt of the supervisor's decision in the informal proceeding, the grievant may file a formal grievance on the form prescribed. The grievant shall provide the necessary information called for at the top of the form and in Steps I and II of the Grievance form in clearly legible writing, printing, or typing. The grievant shall file the original form with the immediate supervisor.
- (c) The immediate supervisor shall meet with the grievant within five (5) days after filing of the grievance form for discussion of the formal grievance. The immediate supervisor shall complete "Supervisor's decision" portion of the form and return it to the grievant within five (5) days after their meeting. A copy of the supervisor's decision and attached grievance documents shall also be filed in the file with the Human Resources Director.
- (d) The grievant may appeal the decision of the immediate supervisor by completing the first part of Step III of the grievance form and filing it with the grievant's appointing authority within five (5) days after receipt of the supervisor's decision. The functions of the appointing authority hereunder may be performed by the appointing authority's duly authorized representative.
- (e) The appointing authority shall meet with the grievant within five (5) days after filing of the appeal for discussion of the grievance. If the matter is controlled in whole or in part by another Department Head(s), such Department Head(s) shall be consulted and made a party to the grievance. The grievant's appointing authority shall complete the rest of the Step III ("Appointing Authority response") and return it to the employee within fifteen (15) days after such meeting. A copy of the appointing authority's response and any attached grievance documents shall also be filed with the Human Resources Director and any Department Head(s) made party to the grievance.
- (e) The grievant may appeal from the decision of the appointing authority by filing a written request for such appeal to the Human Resources Director within five (5) days after receipt of the appointing authority's decision. The Human Resources Director shall immediately deliver a copy of the written appeal to the grievant's appointing authority. The Human Resources Director shall then obtain the name of the Grievance Appeals Committee member selected by the grievant or the grievant's recognized employee organization. The Human Resources Director shall select a Committee member to represent the Human Resources Director and then provide assistance as necessary to select the third Committee member in accordance with the selection process in Section 1(c), above. The grievant's written appeal shall provide full details of the facts of the grievance and why the appointing authority's response did not satisfactorily resolve the grievance.
- (g) The Grievance Appeals Committee shall schedule the appeal for hearing not later than twenty (20) days after the filing of the grievance and shall forthwith notify the



grievant and the grievant's appointing authority and any Department Head(s) made party to the grievance of the time and place at which the appeal will be considered. The Committee may reach and announce a decision at the close of the hearing or it may retire and deliberate in private before announcing its decision. In order to be properly reached, a decision by the Committee must be agreed upon by at least two (2) members, be in writing and show both the findings of facts and the reasoning behind the decision. The Committee shall deliver with proof of service, a copy of its decision to the appointing authority, and the grievant, and any Department Head(s) made party to the grievance, within ten (10) days after conclusion of the hearing.

- (h) Either the grievant or the appointing authority or any Department Head(s) made party to the grievance may appeal the decision of the Grievance Appeals Committee by filing a written appeal with the other party, with the Human Resources Director and with the Clerk of the Board of Supervisors within five (5) days after receipt of the decision of the Appeals Committee. The Board of Supervisors shall have the discretion to decide the grievance and render a final decision based solely on a review of the grievance records or it shall schedule the appeal for a public hearing in a manner the Board deems appropriate. If the Board chooses to decide the grievance based on the record, it shall render a final decision in the form of a Resolution within a reasonable period of time not to exceed 30 days from the date the Clerk of the Board received the appeal. If the Board of Supervisors chooses to hear the grievance, the Clerk of the Board of Supervisors shall give written notice of the time and place of the hearing to the grievant and the appointing authority. The Board of Supervisors shall hear and determine the grievance within a reasonable period of time not to exceed thirty (30) days from the date the Clerk of the Board received the appeal. The grievant, the appointing authority or any Department Head(s) made party to the grievance and their representatives, may appear and present their arguments in front of the Board. The decision of the Board of Supervisors shall be evidenced by a Resolution of the Board. The Clerk shall mail to the employee, the appointing authority, any Department Head(s) made party to the grievance, and the Human Resources Director a copy of the Board's Resolution. The decision of the Board of Supervisors shall be final.

**APPENDIX B: SALARY TABLES**

Job Code #	Job Title	Year 1	Year 2
		Effective 12/17/2019	Effective 6/02/2020
		Yr 1 - A Step with 2.90% COLA	Yr 2 - A Step with 2.90% COLA
0999	WATER AGENCY LAND SURVEYOR	\$ 60.74	\$ 63.76
1000	LICENSED LAND SURVEYOR	\$ 44.66	\$ 46.92
1010	JUNIOR ENGINEER	\$ 34.80	\$ 36.78
1011	ASSISTANT ENGINEER	\$ 40.02	\$ 42.16
1012	ENGINEER	\$ 47.43	\$ 49.77
1014	SENIOR ENGINEER	\$ 52.14	\$ 54.63
1021	WATER AGENCY ENGINEER I	\$ 43.96	\$ 46.40
1022	WATER AGENCY ENGINEER II	\$ 50.58	\$ 53.25
1023	WATER AGENCY ENGINEER III	\$ 59.99	\$ 62.96
1028	ASSISTANT AIR QUALITY ENGINEER	\$ 40.02	\$ 42.16
1029	AIR QUALITY ENGINEER	\$ 46.51	\$ 48.83
1032	WATER AGENCY ENGINEER IV	\$ 65.88	\$ 69.06
1033	WATER AGENCY HYDROGEOLOGIST IV	\$ 65.88	\$ 69.06
1071	WATER AGENCY HYDROGEOLOGIST I	\$ 43.96	\$ 46.40
1072	WATER AGENCY HYDROGEOLOGIST II	\$ 50.58	\$ 53.25
1073	WATER AGENCY HYDROGEOLOGIST III	\$ 59.99	\$ 62.96
1081	PROFESSIONAL GEOLOGIST	\$ 47.43	\$ 49.77

**APPENDIX B-1  
EQUITY TABLE**

Job Code #	Job Title	A Step Rate	Salary Adjustment Yr. 1	Total Value of Salary Adjustment Yr. 1	Yr. 1 - A Step with up to 4% Salary Adjustment Effective 12/03/2019	Additional Salary Adjustment to be Split in Yr. 2 & Yr. 3	Total Value of Additional Salary Adjustment to be Split Between Yr. 2 & Yr. 3	Yr. 2 - Value of Additional Salary Adjustment to be Effective 5/19/2020	Yr. 3 - Value of Additional Salary Adjustment to be Effective 5/18/2021
0999	WATER AGENCY LAND SURVEYOR	\$ 58.09		\$ -	\$ -	0.90%	\$ 0.52	\$ 0.26	\$ 0.26
1000	LICENSED LAND SURVEYOR	\$ 40.83	4.00%	\$ 1.63	\$ 1.63		\$ -	\$ -	\$ -
1010	JUNIOR ENGINEER	\$ 31.61	4.00%	\$ 1.26	\$ 1.26		\$ -	\$ -	\$ -
1011	ASSISTANT ENGINEER	\$ 36.49	4.00%	\$ 1.46	\$ 1.46		\$ -	\$ -	\$ -
1012	ENGINEER	\$ 43.41	4.00%	\$ 1.74	\$ 1.74		\$ -	\$ -	\$ -
1014	SENIOR ENGINEER	\$ 47.81	4.00%	\$ 1.91	\$ 1.91		\$ -	\$ -	\$ -
1021	WATER AGENCY ENGINEER I	\$ 41.77		\$ -	\$ -	0.90%	\$ 0.38	\$ 0.19	\$ 0.19
1022	WATER AGENCY ENGINEER II	\$ 48.21		\$ -	\$ -	0.90%	\$ 0.43	\$ 0.22	\$ 0.21
1023	WATER AGENCY ENGINEER III	\$ 57.34		\$ -	\$ -	0.90%	\$ 0.52	\$ 0.26	\$ 0.26
1028	ASSISTANT AIR QUALITY ENGINEER	\$ 36.49	4.00%	\$ 1.46	\$ 1.46		\$ -	\$ -	\$ -
1029	AIR QUALITY ENGINEER	\$ 42.56	4.00%	\$ 1.70	\$ 1.70		\$ -	\$ -	\$ -
1032	WATER AGENCY ENGINEER IV	\$ 63.08		\$ -	\$ -	0.90%	\$ 0.57	\$ 0.29	\$ 0.28
1033	WATER AGENCY HYDROGEOLOGIST IV	\$ 63.08		\$ -	\$ -	0.90%	\$ 0.57	\$ 0.29	\$ 0.28
1071	WATER AGENCY HYDROGEOLOGIST I	\$ 41.77		\$ -	\$ -	0.90%	\$ 0.38	\$ 0.19	\$ 0.19
1072	WATER AGENCY HYDROGEOLOGIST II	\$ 48.21		\$ -	\$ -	0.90%	\$ 0.43	\$ 0.22	\$ 0.21
1073	WATER AGENCY HYDROGEOLOGIST III	\$ 57.34		\$ -	\$ -	0.90%	\$ 0.52	\$ 0.26	\$ 0.26
1081	PROFESSIONAL GEOLOGIST	\$ 43.41	4.00%	\$ 1.74	\$ 1.74		\$ -	\$ -	\$ -

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