

COUNTY COUNTER PROPOSAL TO UP4

TENTATIVE AGREEMENT

ARTICLE 4: UNION RIGHTS

4.2 Union Employee Contact

~~Designated Union representatives~~ ~~paid staff and union stewards~~ are permitted to contact a represented employee. Subject to approval of the designated management representative, designated union paid staff representative and ~~stewards~~ shall have the right to access represented employee's work locations during the employee's work hours on matters within the scope of representation.

With the approval of the designated management representative, investigation of grievances or pre-disciplinary investigation may be conducted on an employee's work time. The County agrees to provide the Union with a list of designated management representatives and keep such list updated.



County Signature



SEIU Signature

11/30/22  
Janice Blum  
11/30/22

Date:	11/30/2022
TA - County Counter to SEIU	UP6
MOU Section(s):	Article 4.4 <i>Union Communications</i> (pg. TBD)

**TENTATIVE AGREEMENT**

**PROPOSAL**

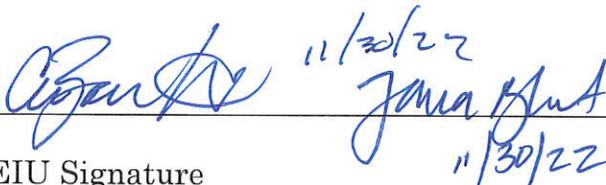
Amend Article 4.4 *Union Communications* as follows:

The County's interdepartmental messenger service **communication infrastructure (e.g. County email, postal mail, phone, or online messaging service)** may be used for individual business-oriented communication between bargaining union members-employees who are represented by Union and **between the paid staff of Union Representatives. (staff, chapter officers, bargaining team members, stewards, and/or contract action team members)** and such employees provided that paid staff of Union **Representatives** shall pick up and deliver all written communications outside the County's normal distribution route. The Union understands that the continuance or discontinuance of the interdepartmental messenger communication infrastructure service **(inter-office mail)** is a matter within the sole discretion of the County.

**Union Representatives acknowledge they must adhere to all County computer use and privacy policies, including all relevant portions of the County's Administrative Policy Manual.**



County Signature



SEIU Signature

Date:	11/30/2022
TA - County Counter to SEIU	UP7
MOU Section(s):	Article 4.8 <i>Union Stewards</i> (pg. TBD)

**TENTATIVE AGREEMENT**

**PROPOSAL:**

Amend Article 4.8 - *Union Stewards* as follows:

The Union may designate Union Stewards among employees in all Bargaining Units represented by the Union. Union Stewards have the right and obligation to represent and assist individual employees as provided for in this Memorandum. The Union will provide the County's Employee Relations Manager with a current and updated list of Union Stewards.

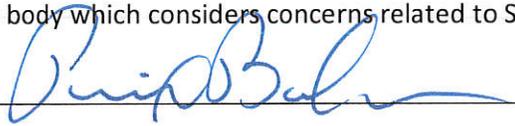
Duties required by the Union of its Stewards--excepting attendance at formal meetings with the County, supervisory personnel and aggrieved employees arising out of a pre-disciplinary ("discipline" means oral or written reprimands, suspension without pay, involuntary demotion or discharge) investigation meeting or any meeting under the grievance procedure--shall not interfere with the Union Stewards' or other employees' regular work assignments.

Union Stewards shall be afforded the ability to attend a one hour monthly steward meetings facilitated by the Chief Steward. This meeting is held on the same day/week of each month with a one hour duration. Union release time may be used for attendance.

No Stewards may leave duty or work for purposes of union representation without the specific approval of the Stewards' supervisor or other authorized management official. Such release will not be capriciously or arbitrarily denied. The Union's request for release time shall not be made capriciously or arbitrarily and time demands on any one employee shall be within reasonable limits.

The Union and the County agree that employee performance evaluation meetings which do not include a discussion of discipline will not create a right for Steward representation or assistance at the meeting.

The County will not take reprisal against any Steward for the Steward's protected activities as provided for under this Memorandum. The SEIU County-Wide Joint Labor Management Committee is designated as the body which considers concerns related to Section 4.8 Union Stewards.

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County Signature

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 11/30/22  
 Janna Blunt  
 11/30/22

SEIU Signature

TENTATIVE AGREEMENT

UNION COUNTER TO COUNTY PROPOSAL #7

ARTICLE 18.19: PAYCHECK DEDUCTION CORRECTIONS

18.19 Paycheck Deduction Corrections

It is understood by the parties that the County can take deductions from employee paychecks to correct prior under collections in instances where the County has secured the permission of the affected employee(s) to do so. When County payroll becomes aware that one or more paycheck adjustments are necessary to correct an under collection of required deductions in a prior pay period, including but not limited to deductions for ~~taxes~~, benefits (except voluntarily elected employee benefits), or retirement contributions, or pursuant to a court order, the County shall notify the affected employee(s) and SEIU as soon as possible, and where possible, will notify SEIU three business days before notifying the employee(s) with any details known at the time of notification. The County will work with the affected employee(s), and, if the employee chooses, SEIU, to obtain the affected employees' consent to make the required paycheck adjustment(s). If the deduction in question is confidential in nature, SEIU will be notified of the situation but will not be given the names of the affected employee(s). Employees will be informed that SEIU is available if the employee chooses to contact the Union for assistance.

For repayment of voluntarily elected employee benefits, a promissory note signed by the employee shall not be required. However, the County shall work with the employee to establish a mutually-agreed upon repayment plan. In the event an agreement cannot be reached, the County shall make necessary deductions evenly over a time span no less than double the number of pay periods missing the required payment. For example, if the deductions were owed for two pay periods, the County shall deduct the delinquent amount equally over four pay periods.

County Signature

T.A. Anshu Parida 1/4/23

SEIU Signature

Jenna Blunt 1/4/23

Date: 1/4/2023

**TENTATIVE AGREEMENT**

**UNION COUNTER TO COUNTY PROPOSAL #6**

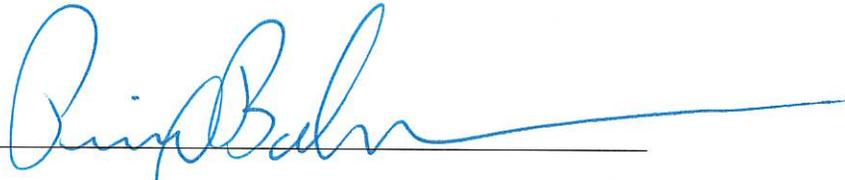
**ARTICLE 12: HEALTH & WELFARE BENEFITS FOR ACTIVE EMPLOYEES**

**12.2.1 County Offered Medical Plan(s)**

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

Effective June 1, 2024, the County will offer at least two HMO plans: the Kaiser HMO (\$10.00 co-pay) plan and one other HMO plan. The County Health Plan PPO and EPO will be closed to new enrollment. Employees enrolled in the County Health Plan as of May 31, 2024, will be grandfathered into the plan.

Specific reference to a vendor listed above 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.



County Signature

TA Amber Jantz 1/4/23  
SEIU Signature Jenna Blumet 1/4/23

Date: 1/4/2022

# TENTATIVE AGREEMENT

## UNION PROPOSAL 11 V3

### ARTICLE 6.14: DISCIPLINARY INVESTIGATIONS

Date:	01/04/2023
County Counter 2 to SEIU Local 1021	UP11 v3 (Union Counter to County Counter)
MOU Section(s):	Article 6.14 <i>Disciplinary Investigations</i>

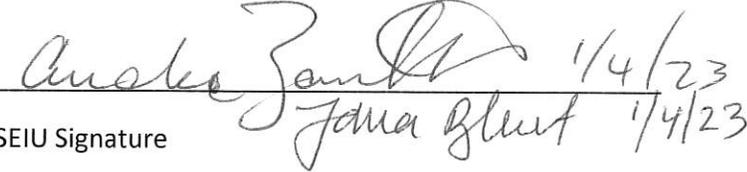
**PROPOSAL:**

Add Article 6.14 *Disciplinary Investigations* as follows:

An employee who is suspected of misconduct or violating County or department policy, or Special District's Personnel Rules, may be placed on paid Administrative Leave pending investigation of such claims. ~~When a~~ An employee, who is suspected of misconduct or violating County or department policy, or Special District's Personnel Rules, may be is placed on Paid Administrative Leave pending the County's, unpaid leave, or is otherwise suspended from work as a result of a county disciplinary investigation. Within two (2) business days of placement on leave, the employee they shall be provided with written notice of the leave, which will include the initial reason of for the basis for of the investigation. for said investigation in writing within two (2) business days, or as soon as practicable from their supervisor, manager, or an investigating party in the Human Resources department. This Section 6.14 is not grievable or arbitrable.



County Signature

TA  1/4/23  
 SEIU Signature Jama Blunt 1/4/23

Date: 1/4/2023

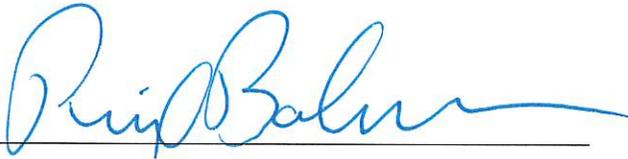
TENTATIVE AGREEMENT

COUNTY PROPOSAL #5

ARTICLE 7: SCHEDULES, HOURS AND OVERTIME

7.26 ~~Remote Response~~Phone Work – Compensation

~~With the department head's approval,~~When the County requires, an employee may be called upon to resolve work-related problems ~~remotely by telephone~~ without having to return to the worksite. Compensation for such work shall be a minimum of one (1) hour at the rate of one and one-half (1½) times the employees base hourly rate of pay for any hour in which ~~a telephone call is made or received~~work is performed. In the event a later ~~telephone call request~~ is received after the prior one (1) hour of ~~telephone~~ work time, and the ~~call request~~ required the employee to again resolve work-related problems ~~by telephone~~, the employee shall be paid for an additional one (1) hour at the rate of one and one-half (1½) times the employees base hourly rate of pay for all ~~telephone calls made or received~~work performed within that next hour. ~~Phone w~~Work performed during a regularly scheduled telecommuting assignment is not eligible for payment under this Section. The County shall not pay an employee for callback pay, standby pay, and ~~phone work remote response~~ pay during the same period of time.



County Signature

TA Cynthia Zamboni 1/4/23  
SEIU Signature Jana Bleunt 1/4/23

Date: 1/4/2022

**TENTATIVE AGREEMENT**

**COUNTY PROPOSAL #3 V.2**

**ARTICLE 8: SALARIES AND DEFERRED COMPENSATION**

8.4 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~~ or on an extra-help basis in any class with the same A-step or lower, and without a break in service, shall be paid at a salary step in the appropriate salary scale of the new class which is nearest, but not less than, the amount to that of the step received in the classification held immediately prior to such appointment, but not greater than the maximum salary step of the new class.

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 with a higher A-step, and without a break in service, shall be paid at a salary step in the appropriate salary scale of the new class which is nearest, but not less than, 5% greater than the amount to that of the step received in the classification held immediately prior to such appointment, but not greater than the maximum salary step of the new class.

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 simultaneous extra-help employment in more than one extra-help position.

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County Signature

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SEIU Signature

Date: 1/18/2023

TENTATIVE AGREEMENT

COUNTY COUNTER TO UP 27 v2

ARTICLE 17.14 PAID PARENTAL LEAVE

Date:	01/18/2023
SEIU Local 1021 Specific Proposal #	UP27 v2
MOU Section(s):	Article 17.14 <i>Paid Parental Leave</i>

PROPOSAL:

Amend Section 17.14.1 *Eligibility* and Section 17.14.2 *Benefit and Use* of Article 17.14 *Paid Parental Leave* as follows:

17.14.1 Eligibility

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

- Birth of a child of the employee, the employee’s spouse, or the employee’s domestic partner
- Placement of a child with the employee’s family for adoption, or foster care, **or as a result of court approved guardianship**

For the purpose of PPL, the definition of “parent” and “child” are defined by the California Family Rights Act.

17.14.2 Benefit and Use

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

PPL is based on a 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 pay is pensionable and counts towards retirement service credit.

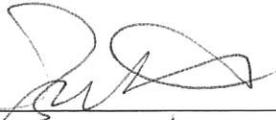
PPL may be used in a block of continuous time or as intermittent leaves as arranged in advance. Unless approved by the Director of Human Resources, PPL cannot be used retroactively.

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

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

Philip Balun 1/18/23

County Signature

TA Jana Blunt 1/18/23  
1/18/23

SEIU Signature

Date: 1/18/2023

TENTATIVE AGREEMENT

COUNTY PROPOSAL #3 V.2

ARTICLE 8: SALARIES AND DEFERRED COMPENSATION

8.4 Salary – Extra-Help To Extra-Help Or Permanent Appointment

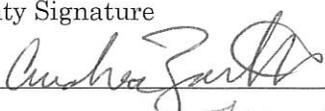
~~An extra-help employee who is appointed to a different extra-help position in any class and without a break in service shall be paid at a salary step in the appropriate salary scale which is nearest, but not less than, 5% greater than the amount to that of the step received in the classification held immediately prior to such appointment, but not greater than the maximum salary step of the new class.~~ An extra-help employee who is appointed to an allocated part-time or full-time position or on an extra-help or on an extra-help basis in any class with the same A-step or lower, and without a break in service, shall be paid at a salary step in the appropriate salary scale of the new class which is nearest, but not less than, the in-amount to that of the step received in the classification held immediately prior to such appointment, but not greater than the maximum salary step of the new class.

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 with a higher A-step, position in any class and without a break in service, shall be paid at a salary step in the appropriate salary scale of the new class which is nearest, but not less than, 5% greater than the amount to that of the step received in the classification held immediately prior to such appointment, but not greater than the maximum salary step of the new class.

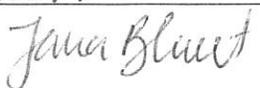
Employment at a higher salary step not to exceed the maximum of the scale may be authorized upon recommendation of the appointing authority and approval of the County. This provision does not apply to simultaneous extra-help employment in more than one extra-help position.

  
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County Signature

TA  1/18/23

SEIU Signature

 1/18/23

Date: 1/18/2023

COUNTY PROPOSAL #8 v2

TENTATIVE AGREEMENT

ARTICLE 12.8: CONTINUATION OF HEALTH AND WELFARE BENEFITS

12.8 ~~Medical, Dental, & Vision Benefits~~ Continuation of Health and Welfare Benefits – LWOP Or Unpaid Absence

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 50% of the employee's ~~regular work schedule~~ allocated full-time equivalent in a pay period, the County will cease to pay its normal benefit contributions, except as noted in 12.8.1 and 17.12.1. The employee must pay the total benefit premiums if the employee desires to continue any coverage. ~~for a period no longer than (3) six 6 months.~~ Beginning with the first day of the ~~seventh~~ fourth month, the employee will be entitled to continued health coverage through COBRA Continuation of Coverage and is responsible for making a timely election and paying the COBRA premiums by the due date.

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 50% of the employee's regular schedule in a pay period, the County will continue to pay its normal benefit contributions.

~~If an employee on leave for a non-medical condition does not qualify for continued health benefits under Section 17.11 (Family Care and Medical Leave Under FMLA and CFRA), or Section 12.8.1 (Medical or Pregnancy Disability Leave) beginning the first day of the month following the pay period which the employee had pay status less than 50% of the their allocated full-time equivalent, the employee will be entitled to continued health coverage through COBRA Continuation of Coverage and is responsible for making a timely election and paying the COBRA premiums by the due date.~~

TA 03

Chris Behr 2/8/23

County Signature

T.A. Quaha Jrd 2/8/23

SEIU Signature

Julia Blunt 2/8/23

UNION PROPOSAL 39 v3

TENTATIVE AGREEMENT

ARTICLE 19.3.2: SERVICES AND TECHNICAL SUPPORT – REGIONAL PARKS  
DEPT. – HOUSING

AND

ARTICLE 19.3.3 SERVICES AND TECHNICAL SUPPORT – REGIONAL PARKS  
DEPT. – MAINTENANCE FEES

PROPOSAL:

Amend Article 19.3.2 *Services and Technical Support – Regional Parks Dept. – Housing* and Article 19.3.3 *Services and Technical Support – Regional Parks Dept. – Maintenance Fees* as follows:

19.3.2 Svcs. & Tech. Support – Regional Parks Dept – Housing

**Park residences shall be occupied by Regional Parks Department employees for the purpose of providing security, public assistance, summoning quick emergency response, and other duties as specified in a Housing License Agreement.** Any permanent full time Regional Parks employee ~~in the class of Park Ranger Trainee, Park Ranger III, Parks & Grounds Maintenance Worker I, II, Senior Parks & Grounds Maintenance Worker, Parks & Grounds Maintenance Supervisor, Aquatic Specialist, Park Program Assistant, Events Services Supervisor, Park Program Supervisor, or Building Events Workers~~ **Park Ranger Assistant** may be assigned to live in County-provided housing. Consideration in assignment to housing within each ranger area **Parks Division** will be ~~by Department Housing policy. The Department will offer to meet and confer over implementation of the draft~~ Department Housing policy in accordance with state law prior to approval of the policy by the Department Head. ~~with SEIU 1021 and SCLEA (Sonoma County Law Enforcement Association) before the Department Housing policy is approved by the Department Head.~~ **determined in a side letter,** given to rank in the following order by earliest hire date: 1) Rangers, 2) Park Maintenance Workers, 3) Aquatic Specialists, 4) Events Services Supervisor, and 5) Building Events Workers.

19.3.3 Svcs. & Tech. Support – Regional Parks Dept. – Maintenance Fees

Once a Housing License Agreement is signed by a Park Ranger, Parks & Grounds Maintenance Worker, Parks & Grounds Maintenance Supervisor, Events Services Supervisor, or a Building Events Worker **the Regional Parks employee in one of the job titles listed in 19.3.2,** residing on

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County property shall be a condition of employment. No rent is charged. The employee granted a license to utilize the assigned housing will be charged an individual maintenance cost based upon the cost of providing utilities and normal maintenance upkeep of the residence structure. The Board of Supervisors shall set the maintenance fee, subject to the provisions of this Subsection (19.3.3), and this fee shall be deducted from the employee's paycheck. Maintenance fees will not, in any case, exceed 15% of the salary of each licensed employee based upon the base hourly rate of the employee. Each licensed employee shall be responsible for any possessory interest tax levied against him or her.

Maintenance fees may be increased by the County each July of this MOU with each adjustment being a percentage amount not exceeding the percentage amount of the cost-of-living salary adjustment, excluding equity adjustments, in the preceding fiscal year under this Memorandum.

Chris Bahr 2/8/23

County Signature

TA Austea Zart 2/8/23

SEIU Signature Jana Blum 2/8/23

## UNION PROPOSAL 37 v2

### TENTATIVE AGREEMENT

#### ARTICLE 5.2: CONTRACTING OUT BARGAINING UNIT WORK – UNION NOTICE

##### 5.2 Contracting Out Bargaining Unit Work – Union Notice

At least 60 days prior to the Board of Supervisors or Department Head taking formal action to contract out bargaining unit work represented by the Union, the Department Head will inform the County Administrator, the Human Resources Department, and the Union **(including at least one Union staff member/designee, the Chapter President, and the Chief Steward)** in writing of any substantial efforts being undertaken by the Department to consider contracting out such bargaining unit work. The Department will share with the Union any reports on such matters (including any cost-benefit analyses) addressed to the Board of Supervisors, and, upon request of the Union, will meet and discuss the contracting out proposal with the Union **at least 60 days prior to formal action being taken.**

~~The Union may submit an alternative proposal to the County within 28 calendar days of the meeting. The County shall consider the Union proposal and respond in writing within 14 calendar days. The Department shall either accept the Union proposal, negotiate an alternative, withdraw the proposal to contract out, or notify the Union in writing with an explanation of why they reject the Union proposal, and provide a cost benefit analysis of their contract proposal and the Union proposal. If the Department moves forward with a contract not supported by the Union, the contract will go through the Board approval process, and the Union's proposal will be included as a proposed alternative in the Board packet.~~

The Auditor Controller-Treasurer-Tax Collector's Office (ACTTC) will develop a report that will list Contract Services Claims paid by the County of Sonoma. The Contract Services report will be produced monthly and sent to SEIU 1021. The ACTTC's Office will provide the Contract Services Paid report to the best of their ability; however, the report may not contain all services paid for that SEIU would consider Contracted Out Bargaining Unit Work.

If the Board of Supervisors decides, by legislative action, to contract out any bargaining unit work, the County will send (hand delivered or by certified mail, return receipt requested) a written 90-calendar day notice to each employee represented by the Union who will lose his or her allocated position or will have his or her regular work schedule reduced as a result of the contracting out action. The County will send the Union copies of all employee notices. The 90-day notice will specify that the employee will lose his or her position or will have a reduction in work hours effective 90 calendar days from the date the employee receives the notice.

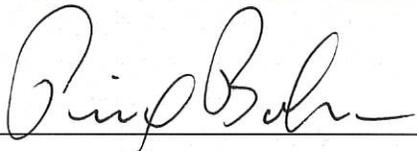
If the County should decide to lay off or reduce the work hours of an employee prior to the expiration of the 90-day notice period, the employee shall receive regular pay and benefits for the amount of the

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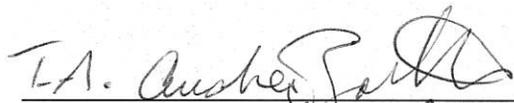
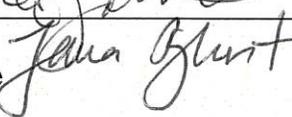
employee's regular workdays remaining within the 90-day notice period. In the event that an employee receives a 90-day notice under this Section (5.2), the County will continue to make a reasonable effort to place the affected employee in another available position(s) within the County for which the employee is qualified consistent with applicable Civil Service Rules and other related employment requirements. In return for the foregoing, the Union agrees the County is under no obligation under state law or the County Employee Relations Policy to meet and confer with the Union over either the decision to contract out bargaining unit work or the impact to represented employees resulting from such contracting out. During the 90-day notice period, the Union and the County agree to collaboratively discuss possible options/alternatives to mitigate negative impacts on represented employees.

~~If there are recurring events where a department supplements bargaining unit work with contracted labor, then the County shall undertake a study to determine ongoing baseline staffing needs and meet and confer with the Union to consider increasing Permanent baseline staffing for the affected unit.~~

~~Where potential contract work is similar to current bargaining unit work but entails using a different platform or method — and the work in question is an ongoing need — the County shall train and hire additional staff as needed to maintain the bargaining unit work in-house.~~

 2/8/23

County Signature

 2/8/23  
 2/8/23

SEIU Signature

## COUNTY COUNTER PROPOSAL TO UP17 v2

### TENTATIVE AGREEMENT

#### ARTICLE 9.7: BILINGUAL PAY

Amend Article 9.7 *Bilingual Pay* as follows:

A County Department Head may designate a bargaining unit position as a bilingual position requiring specific language bilingual skills on the average of at least 10 percent of the position's work time. Bilingual skills shall include translating, answering phone calls, research, and speaking or corresponding with clients in a language other than English ~~within the employee's classification~~. To be eligible for bilingual premium pay, the employee in the designated position must demonstrate a language proficiency of job-related terminology acceptable to the department head and ~~and or~~ the Human Resources Director.

The County shall pay the employee in a designated basic position a premium of one dollar and ~~fifty cents (\$1.50)~~ fifteen cents (\$1.15) ~~thirty-five cents (\$1.35)~~ per hour in addition to the employee's base hourly rate of pay. ~~for each hour assigned and actually worked in a bilingual designated position, including any overtime worked.~~

~~Effective upon ratification and adoption of this agreement, the County shall pay the employee in a designated fluent position a premium of one dollar and fifty cents (\$1.50) per hour in addition to the employee's base hourly rate of pay. for each hour assigned and actually worked in a bilingual designated position.~~

~~No later than July 9, 2024, the County will provide for basic bilingual premium at \$1.15 \$1.35 per hour and a fluent bilingual premium at \$1.50 per hour. Section 9.7 to remain status quo until July 9, 2024.~~

~~The topic of any requested interpretation project shall be within an employee's documented expertise and job experience to ensure accuracy of interpretation. No employee shall be made to interpret items or conversations outside of their level of proficiency.~~

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9.7.1 Bilingual Pay – Termination of

When a Department Head determines that a designated bilingual employee is no longer utilizing his/her bilingual skills at least ten percent (10%) percent of the employee's time for three consecutive pay periods, the County may remove the employee from the list of designated bilingual employees, and the employee will no longer be entitled to receive Bilingual Pay, unless re-designated by the Department Head at a later date.

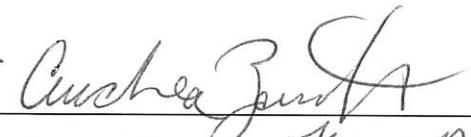
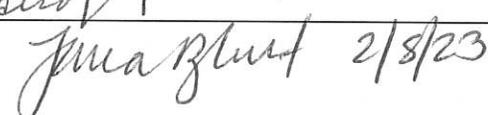
9.7.2 Bilingual Pay – Daily Assignment

When (a) a Department Head has designated a position within the bargaining unit which requires bilingual skills on the average of at least ten percent (10%) of the employee's work time, and (b) an employee has been assigned on an on-going basis to carry out such assignment, and (c) the employee so assigned becomes absent by virtue of temporary leave such as sick leave, vacation, or compensatory time off, then the Department Head may assign an employee to carry out the required bilingual duties of the assigned position on a daily basis. This back-up person, having first demonstrated a proficiency of job-related terminology acceptable to the department head and the Human Resources Director, shall be entitled to the payment designated in Section 9.7 above for all hours actually worked in a daily assignment.

Any employee, not designated by the department head required to utilize their bilingual skills shall be paid bilingual pay for each hour worked utilizing their bilingual skills.

 2/8/23

County Signature

T-A-  2/8/23  
 2/8/23

SEIU Signature

COUNTY COUNTER PROPOSAL TO UP25

TENTATIVE AGREEMENT

ARTICLE 16: SICK LEAVE

16.1 Sick Leave – Benefit for Employees in Allocated Positions (Not Extra-Help)

16.1.1 Accrual - Rate:

Each full-time employee in a regular, allocated position shall accrue and accumulate sick leave at the rate of 3.68 in-service hours for each completed eighty-hour pay period of service. In-service hours include all hours in paid status excluding over-time. This accrual rate shall be reduced proportionally by 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.

16.1.1.1 Sick Leave Advance

On the first day of regular hire employment, regular hire full-time employees will receive an advanced sick leave credit of forty and forty eight one hundredths (40.48) hours. Advanced hours shall be prorated for part time employees based on Full Time Equivalent (FTE) at the date of hire. Employees will not accrue sick leave until the accruals calculated each pay period per section 16.1.1 equals the advanced sick leave credit (in approximately 11 pay periods). This section shall be implemented as soon as administratively feasible, but no later than June 1, 2016.

16.1.2 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 time was not otherwise used, paid out, or converted to service credit. If the separation date is in the middle of the pay period, end of pay period date will apply.

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### 16.1.3 Sick Leave – Usage

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

#### 16.1.3.1 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 Family Member: For diagnosis, care or treatment of a health condition of, or preventative care for the employee family member. For leave under this section 16.1.3.1, "family member" is defined as a:
  1. child (defined as biological, adopted, or foster child, stepchild, legal ward, child of a domestic partner, 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, parent-in-law, a legal guardian, or other person who stood in place of a parent to the employee or the employee's spouse or domestic partner when the employee was a child. A biological or legal relationship is not necessary for a person to have stood in place of a parent to the employee as a child.)
  3. employee's spouse or domestic partner, as defined in Article 3 of the MOU;
  4. grandparent, grandchild, or sibling of the employee or the employee's spouse or domestic partner, as defined in Article 3 of the MOU.
  - 4-5. designated person (defined as any individual related by blood or whose association with the employee is the equivalent of a family relationship). The designated person may be identified by the employee at the time the employee requests the leave. Employees

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are limited to one designated person per 12 month period.

Sick leave use for family members listed in this section (16.1.3.1c) shall not exceed forty-eight (48) hours per occurrence unless extended by joint action of the employee's Department Head and the Director of Human Resources by reason of exceptional hardships. "Occurrence" means per illness or related incidents. The 48 hours do not have to be consecutive.

1. California "Kin Care" (Labor Code 233) provides that an employee may use an amount of paid sick leave each calendar year that is equal to the amount of time that would normally accrue in six month period, and may be used in the same manner as other sick leave as described in this section 16.1.3.1, except it does not apply to the grandparent, grandchild, or sibling of the employee's spouse or domestic partner.

.. Kin Care provisions run concurrent with other protected leaves and do not extend the maximum period of leave to which the employee is entitled to under FMLA or CFRA.

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

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16.1.3.2 Sick Leave Use – FMLA/CFRA/PDL/Qualifying Leave:

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

- a) Employee Illness: during the employee's own incapacity due to illness or injury;
- b) Employee Treatment or Examination: during the time needed by the employee to undergo medical or dental treatment or examination;
- c) Disabled by Pregnancy: when a woman employee is disabled by pregnancy, which means that in the opinion of her health care provider, she is unable because of pregnancy to work at all or is unable to perform any one or more of the essential functions of her job or to perform these functions without undue risk to herself, the successful completion of her pregnancy, or to other persons;
- d) Care of Family Member: For diagnosis, care or treatment of a health condition of, or preventative care for the employee family member. For leave under this section 16.1.3.2, "family member" is defined as a:
  1. child (defined as biological, adopted, or foster child, stepchild, legal ward, child of a domestic partner, 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, stepparent, parent-in-law, a legal guardian, or other person who stood in place of a parent to the employee or the employee's spouse or domestic partner when the employee was a child. A biological or legal relationship is not necessary for a person to have stood in place of a parent to the employee as a child.)
  3. employee's spouse or domestic partner, as defined in Article 3 of the MOU;
  4. grandparent, grandchild, or sibling of the employee;

5. designated person (defined as any individual related by blood or whose association with the employee is the equivalent of a family relationship). The designated person may be identified by the employee at the time the employee requests the leave. Employees are limited to one designated person per 12-month period.

~~when a child, spouse, or domestic partner of an employee, who is a member of the employee's household or a person for whom the employee is entitled to a Federal Income Tax dependent exemption, or the employee's parent is incapacitated by illness or injury and it is necessary for the employee to care for such child, spouse, domestic partner or parent.~~

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

~~— Parent for purposes of this Section is defined as biological, foster, or adoptive parent, 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. Parent 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 17.3 – Family Care and Medical Leave Under FMLA/CFRA.

16.1.4 Sick Leave – Required Documentation

16.1.4.1 Annual Period –All Allocated Employees:

“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. (This is not the same as the annual calendar used under FMLA/CFRA/PDL qualifying events.)

16.1.4.2 First Forty-Eight Hours:

The first 48 hours, or number of hours equal to 6 days of the employees regular schedule (whichever is greater), of accrued sick leave used by an employee in each annual period will be applied to and subject to the provisions of 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.

16.1.4.3 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 48 consecutive work hours duration as required by law under CFRA.

16.1.4.4 Reasonable Certification May Be Required

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 16.1.3.1(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.

16.1.4.5 FMLA/CFRA/PDL

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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.

16.2 Extra Help Employees Only– Sick Leave Benefit For Extra Help Employees

For the purposes of this Section 16.2, “Extra Help” includes employees working in Temporary, Intermittent, Seasonal, or Paid Intern positions, as defined in the County’s Civil Service Rules. The provisions of this section do not apply to Retiree Extra Help, Volunteers or Student Volunteers.

16.2.1 Annual Period – Extra Help:

The annual period is a calendar year. For new Extra Help employees who begin mid-year, the annual period begins on an employee’s first day of work, restarts on January 1, and runs on a calendar year basis thereafter. For Extra Help employees who end and start a new extra help assignment within the same calendar year as the pay period in which they were last in paid status, January 1 of the same calendar year remains as the start of the employee’s annual period.

16.2.2 Eligibility – Extra Help Employees:

Effective July 1, 2015, Extra Help employees are eligible for sick leave benefits as described in this section 16.2 after thirty (30) calendar days of employment with the County. A break in service does not restart the 30 day eligibility period unless the break is a year or more from the end of the last pay period in which the employee was in paid status.

16.2.3 Accrual – Extra Help Employees:

Extra Help accrue and accumulate sick leave at a rate of 1 hour per 30 hours worked, including overtime (pending further clarification or interpretation of the law), up to a maximum accumulation of seventy-two (72) hours. Accrued sick leave hours, when used, do not accrue additional sick leave hours. Accrual begins from the first day of work, but accrued time may not be used until the first pay period following completion of the 30 day eligibility requirement. Leave may not be used in advance of accrual, and is considered “accrued” on the first day of the subsequent pay period. Hours spent on Jury Duty, County release time, or County approved educational leave or training will count toward accrual of sick leave hours.

Commented [AN1]: Separate County Proposal – see County Core Economic Proposal v2

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16.2.4 Accrual – Restoration of Accrued Time

When an Extra Help employee separates from an assignment and returns to County employment in an extra help assignment within one year of the separation date, any accrued Extra Help sick leave remaining on account will be restored to the employee's Extra Help sick leave bank upon re-hire. If the separation date is in the middle of the pay period, end of pay period date will apply.

16.2.5 Accrual – Change in Employment Status

Refer to Section 16.3

16.2.6 Sick Leave – Use, Extra Help, Extra Help

Commented [AN2]: Separate County Proposal – see County Core Economic Proposal v2

16.2.6.1 Use Limits-Extra Help – Extra Help

Earned sick leave credits may, with the approval of the Department Head, be used by the employee in increments of not less than 1 hour, and not to exceed forty-eight (48) hours in the employee's annual period. Accrued paid sick leave must be used prior to using leave without pay for sick leave eligible events except as allowed under CFRA qualifying leaves, below. When used, sick leave hours are not considered hours worked and do not accrue additional hours of sick leave. The hours are included in merit hours.

16.2.6.2 Use – Extra Help, 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 Family Member: For diagnosis, care or treatment of a health condition of, or preventative care for the employee family member. For leave under this section 16.2.6.2, "family member" is defined as a:

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1. child (defined as biological, adopted, or foster child, stepchild, legal ward, child of a domestic partner, 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, parent-in-law, a legal guardian, or other person who stood in place of a parent to the employee or the employee's spouse or domestic partner when the employee was a child. A biological or legal relationship is not necessary for a person to have stood in place of a parent to the employee as a child.)
  3. employee's spouse or domestic partner, as defined in Article 3 of the MOU;
  4. grandparent, grandchild, or sibling of the employee or the employee's spouse or domestic partner, as defined in Article 3 of the MOU.
  5. Designated person (defined as any individual related by blood or whose association with the employee is the equivalent of a family relationship). The designated person may be identified by the employee at the time the employee requests the leave. Employees are limited to one designated person per 12 month period.
- d) Domestic Violence, Sexual Assault, Stalking: When an employee is a victim of domestic violence, sexual assault or stalking, to work to obtain or attempt to obtain any relief, including but not limited to, a temporary restraining order, restraining order, or other injunctive relief, to help ensure the health, safety, or welfare of themselves or their child(ren); to seek medical attention for injuries caused by domestic violence, sexual assault or stalking; obtain services from a domestic violence shelter, program or rape crisis center as a result of domestic violence, sexual assault or stalking; obtain psychological counseling related to an experience of domestic violence, sexual assault, or stalking; participate in safety planning or take other actions to increase safety from future domestic violence, sexual assault, or stalking, including temporary or permanent relocation.

Use of paid sick leave under this section 16.2.6.2 may not exceed forty-eight (48) hours in an annual period except as necessary to comply with Kin Care requirements, or unless extended by joint action of the employee's Department Head and the Director of Human Resources by reason of exceptional hardships.

California "Kin Care" (Labor Code 233) provides that an employee may use an amount of paid sick leave each calendar year that is equal to the amount of time that would normally accrue in six month period, and may be used in the same manner as other sick leave as described in this section 16.1.3.1. 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.

**16.2.6.3 Use – Extra Help, FMLA/CFRA/PDL Qualifying Leave:**

Extra Help employees may be eligible for protected leave under the Family Medical Leave Act (FMLA), the California Family Rights Act (CFRA), or the Pregnancy Disability Act (PDA), for certain, qualifying events. FMLA/CFRA/PDL eligibility requirements are detailed under Section 17.3 and in the County's Medical Leave Policy. The same categories of use, definitions, and eligibility requirement for use apply to Extra Help employees and allocated employees, and are outlined in 16.1.3.2, above.

**No other changes in this article.**

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**ARTICLE 17 · MISCELLANEOUS LEAVES OF ABSENCE**

17.1 Leaves of Absence Without Pay Usage Reference Table

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

<u>MOU Section</u>	<u>Sick</u>	<u>Vacation/CTO</u>
During the employee's own incapacity due to illness or injury.	Required. You may keep 40 hrs.	Optional
During the time needed by the employee to undergo medical or dental treatment or examination.	Required. You may keep 40 hrs.	Optional
When a woman employee is disabled by pregnancy.	Required. You may keep 40 hrs.	Optional
When the employee's <u>qualifying</u> 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.*	Required. You may keep 40 hrs.	Required after sick leave. May keep 40 hours total Vacation & CTO combined
Non-sick FMLA/CFRA** qualifying event (e.g., child bonding leave)	N/A	Optional
Stipend Education Leave	N/A	Required
Approved undisclosed reason or extended vacation	N/A	Required

\* 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)

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## 17.2 Leaves – Compassionate

With respect to this provision, the term “spouse” shall also include domestic partners, and the term “parent” is as defined in Section 16.1.3.1. A full-time employee shall be granted up to 32 hours of leave with pay, in the event of death of the employee’s: spouse, domestic partner, child, step-child, son-in-law, daughter-in-law, brother, brother-in-law, sister, sister-in-law, parent, step-parent or parent of the employee’s spouse, grandparent, great-grandparent, grandchild, or person who served as a parent to the employee when the employee was a minor. Up to an additional 8 hours of sick leave may be granted to supplement compassionate leave. Where travel in excess of 300 miles one way from the employee’s residence is required, up to an additional one (1) of the employee’s regular work days of sick leave may be used to supplement compassionate leave. Up to an additional forty (40) hours of accrued vacation leave or accrued comp time off may be granted to supplement compassionate leave upon request.

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

## 17.11 Family Care and Medical Leave Under FMLA and CFRA

### 17.11.1

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

#### 1.1.1 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.

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17.11.3 Family Care And Medical Leave Entitlement

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

17.11.3.1

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

17.11.3.2

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

17.11.3.3

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

17.11.3.4

Because of an employee's own serious health condition that makes the employee unable to perform the functions of the employee's position, except for disability on account of pregnancy, childbirth, or related medical conditions, which is covered by pregnancy disability leave. (Pregnancy disability counts toward only California Pregnancy Disability Leave (PDL) and FMLA leave.)

17.11.3.5

Because of any qualifying exigency arising out of the fact that the employee's spouse, son, daughter, or

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parent is a U.S. National Guard or Reserve member on active duty (or has been notified of an impending call or order to active duty status) in support of a contingency operation (FMLA only).

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

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

Subject to the provisions of this MOU, County policy, and state and federal law, including the FMLA, an eligible employee may take FMLA leave to care for a covered servicemember with a serious injury or illness if the employee is the spouse, son, daughter, parent, or next of kin of the servicemember. (This 12 month period used under FMLA/CFRA to determine sick leave eligibility is separate from the "annual period" defined in 16.1.4.)

17.11.4.1

An eligible employee's entitlement under Section 17.11.4 is limited to a total of twenty-six (26) workweeks of leave during a single 12-month period to care for a covered servicemember with a serious injury or illness. The "single 12-month period" in which the 26 weeks of leave entitlement described in this begins on the first day an employee takes leave to care for the covered servicemember.

17.11.4.2

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

17.11.5 Pay Status And Benefits

17.11.5.1

Except as provided in this Article, the family care and medical leave will be unpaid. The County will, however, continue to provide County contributions toward the health plan premium during the period of

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family care and medical leave for up to twelve (12) work weeks on the same basis as coverage would have been provided had the employee not taken family care and medical leave. The employee will be required to continue to pay the employee's share of premiums payments, if any.

17.11.5.2

Nothing in this Section shall preclude the use of medical or pregnancy disability leave in Section 12.9 (Medical, Dental & Vision Benefits -- Medical or Pregnancy Disability) when the employee is medically incapacitated or disabled. If an employee does not qualify for continued benefits under this Section 17.11 or Section 12.9 (Medical or Pregnancy Disability Leave) and the employee wishes to continue benefit coverage, then Section 12.10 (Continuation of Health Benefits Coverage) applies.

17.11.6 Relationship Of Family Care & Medical Leave To Other Leaves

Any leave of absence that qualifies as family care and medical leave will be counted as running concurrently with any other paid or unpaid leave to which the employee may be entitled for the same qualifying reason. Section 17 identifies accrued paid leave which an employee may be required to use concurrently with unpaid family care and medical leave.

17.11.7 Relationship To Pregnancy Disability Leave

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

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17.11.8 Notice To The County

17.11.8.1

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

17.11.8.2

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

17.11.8.3

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

17.11.9 Medical Certification

An employee's request for family care and medical leave to care for a ~~child, a spouse, or a parent~~qualifying family member 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.

No other changes to this article.

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County Signature

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SEIU Signature

Jana Blunt 2/8/23

COUNTY COUNTER PROPOSAL v1 TO UP 1

TENTATIVE AGREEMENT

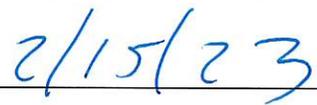
ARTICLE 18.1.2: SAFETY PROGRAM

Amend Article 18.1.2 *Safety Program* as follows:

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

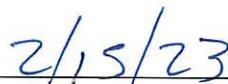
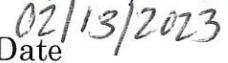


County Signature



Date

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SEIU Signature *Jana Blunt*

Date

## COUNTY COUNTER PROPOSAL v1 TO UP 36

### TENTATIVE AGREEMENT

#### ARTICLE 18.10: ADVISORY COMMITTEES – LABOR/MANAGEMENT

Amend Section D) of Article 18.10 *Advisory Committees – Labor/Management* as follows:

##### 18.10 Advisory Committees – Labor/Management

The County and Union support the creation and utilization of the SEIU Countywide and departmental labor-management committees. The parties acknowledge that it may not be feasible to form committees in every department, particularly small departments, but departments are encouraged to consider utilizing this collaborative problem-solving mechanism, which has proven to be worthwhile and successful.

Labor / Management Advisory Committees shall be comprised and function in the following manner:

D. The committees may review, discuss and make recommendations on a variety of departmental issues of mutual concern. Concerns regarding workloads (**including caseload/workload caps**) within a department are to be taken to the Department Labor Management Committee. If the department does not have a Labor Management Committee, or if the issue is unresolved by the committee, the issue may be referred to the SEIU County Wide Labor Management committee.

Amend Article 18.15 *Workload Accommodation During Vacancies* as follows:

To accommodate workload during periods when there are vacant positions in a work unit, the following criteria will be followed:

- 1) Workloads will be prioritized and equitably distributed with input from affected staff **including but not limited to conversations between supervisors and affected staff during supervision, as well as among units, sections, and agencies as a whole.**
- 2) The use of Voluntary overtime, extra help, temporary workers, interns, retiree registry, increased staffing, supervisory and management support to staff ~~shall be offered to affected staff~~ will be considered before ~~for the duration of the time they are assigned extra~~ workload is assigned. **If voluntary overtime does not fully address the excess workload, supervisory/managerial support shall be offered. 'Extra workload' is defined as any work that would not be assigned to a worker if their unit were fully staffed.**

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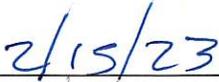
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## COUNTY COUNTER PROPOSAL v1 TO UP 20

### TENTATIVE AGREEMENT

#### NEW SECTIONS: DISASTER SERVICE WORKER ORIENTATION AND DISASTER SERVICE WORKER SHIFT COMPENSATION LEAVE

##### PROPOSAL:

Add New ~~Article Disasters and Emergencies~~ sections as follows:

~~All employees at the County of Sonoma can be assigned as a Disaster Worker at the County's discretion.~~

##### X.118.24 Disaster Service Worker Training Orientation

Any employee that is required to work as a disaster worker will be ~~sufficiently trained~~ oriented in the assignment ~~they are given~~. The County shall provide an opportunity for affected workers to take annual updated training for the common disaster work assignments, ~~including evacuation center work and emergency phone call centers~~ as available.

##### X.217.16 Disaster Service Worker Shift Compensation Leave

If an employee's ~~normal shift or regular work schedule~~ day is adjusted due to ~~their a disaster worker service assignments and such adjustment fails to fully cover their regularly scheduled work hours~~, the employee shall be entitled to a leave of absence with full pay compensated for no less than their regularly scheduled shift(s) for such affected work days up to their regularly scheduled hours, not to result in overtime. ~~Employees shall suffer no loss of pay due to their shifts being adjusted or split into different days (e.g. when an employee must work a night shift but is unable to work their regular scheduled shift on either day prior or after the disaster shift).~~

##### X.3 Critical Services Staffing

~~The County will make every effort to maintain adequate staffing of critical services during a disaster (including but not limited to Adult Protective Services and Child Protective Services emergency response teams) by not over-assigning such workers to disaster worker assignments.~~

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X.4 Disaster Paid Not Worked (DPNW)

In the event the County institutes Disaster Paid Not Worked (DPNW), the established criteria for qualification for DPNW shall be applied evenly across all departments.



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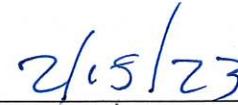


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Jana Blinn  
SEIU Signature



02/13/2023  
Date

## COUNTY COUNTER PROPOSAL v2 TO UP 14 and UP 16

### TENTATIVE AGREEMENT

#### APPENDIX B: CLASSIFICATIONS COVERED BY ARTICLE 10.6 – SAFETY EQUIPMENT AND SAFETY UNIFORMS, COUNTY ISSUED UNIFORMS, UNIFORM ALLOWANCE, AND SAFETY BOOTS / SHOES ALLOWANCE

Amend Appendix B: *Classifications Covered by Article 10.6 – Safety Equipment and Safety Uniforms, County Issued Uniforms, Uniform Allowance, and Safety Boots / Shoes Allowance* as follows:

This Appendix B is an attachment to Article 10 and is incorporated into Article 10 by this reference and the reference in Article 10.

#### 10.6.2 County Issued Uniforms

- Airport Operations Specialist Trainee
- Airport Operations Specialist
- Airport Operations Supervisor
- Animal Control Officer I/II
- Animal Care Assistant
- Animal Health Technician
- Assistant Cook
- Bridge Worker
- Bridge Supervisor
- Building Events Worker
- Chef
- Community Services Officer
- Cook
- Detention Assistant
- Detention Specialist I/II
- Detention Specialist Supervisor
- Disposal Worker I/II
- Disposal Supervisor
- Engineering Aide
- Engineering Technician I/II/III/IV
- Fairgrounds Maintenance Worker
- Groundskeeper
- Head Janitor
- Janitor

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- Legal Processor (assigned in the Sheriff's Office)
- Mail Clerk
- Maintenance Assistant
- Maintenance Supervisor I/II
- Maintenance Worker I/II/III
- Marina Attendant
- Marina Supervisor
- Materials Equipment Specialist
- Materials Handler
- Nurse Practitioner/Physicians Assistant
- Park Aide
- Parks & Grounds Maintenance Supervisor
- Parks & Grounds Maintenance Worker I/II
- Park Program Supervisor
- Park Program Assistant
- Park Ranger III
- Park Ranger Assistant
- Park Ranger Trainee
- Parking and Facility Officer
- Probation Assistant (assigned to Youth Camp)
- Senior Airport Operations Specialist
- Senior Detention Specialist
- Senior Fairgrounds Maintenance Worker
- Senior Marina Attendant
- Senior Office Assistant (assigned in the Sheriff's Office)
- Senior Parks & Grounds Maintenance Worker
- Senior Storekeeper
- Supervising Detention Assistant
- Supervising Legal Processor (assigned in the Sheriff's Office)
- Storekeeper
- Supervising Animal Control Officer
- Traffic Maintenance Supervisor I/II
- Traffic Signal Technician
- Traffic Paint and Sign Worker
- Vegetation Specialist
- Vegetation Control Advisor
- Yard Clerk

#### 10.6.3 Water Agency Uniforms

- Automotive Service Worker
- Materials Equipment Specialist
- Storekeeper
- Water Agency Maintenance Supervisor I/II
- Water Agency Maintenance Worker I/II/III

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- Waste Management Specialist
- Water Agency Mechanic Supervisor

10.6.5 Annual Uniform Allowance

- Bridge Worker
- Bridge Supervisor
- Fairgrounds Maintenance Supervisor
- Fairgrounds Maintenance Worker
- Fairgrounds Storekeeper
- Maintenance Supervisor I/II
- Maintenance Worker I/II/III
- Probation Assistant (assigned to the Youth Camp)
- Senior Fairgrounds Maintenance Worker
- Traffic Maintenance Supervisor I/II
- Traffic Paint and Sign Worker
- Vegetation Specialist
- Vegetation Control Advisor

10.6.6 Uniform Cleaning Allowance

1.

- Airport Operations Specialist
- Airport Operations Supervisor
- Airport Operations Trainee
- Disposal Worker I/II
- Disposal Supervisor
- Groundskeeper (assigned to Refuse)
- Senior Airport Operations Specialist

2.

- Bridge Worker
- Senior Bridge Worker
- Bridge Supervisor
- Maintenance Worker I/II/III
- Maintenance Supervisor
- Traffic Paint and Sign Worker
- Traffic Maintenance Supervisor
- Vegetation Specialist
- Vegetation Control Advisor

10.6.7 Safety Boot/Shoe Allowance

- Agricultural Biologist/Standards Specialist I/II/III
- APOSD Assistant Planner\*\*

- APOSD Associate Planner\*\*
- APOSD Community Relations Assistant\*\*
- APOSD Community Relations Specialist\*\*
- APOSD Geographic Information Systems Analyst\*\*
- APOSD Geographic Information Systems Coordinator\*\*
- APOSD Planner\*\*
- APOSD Senior Planner\*\*
- APOSD Acquisition Assistant\*\*
- APOSD Acquisition Specialist\*\*
- APOSD Senior Acquisition Specialist\*\*
- APOSD Stewardship Supervisor\*\*
- APOSD Technician
- Air Quality Specialist I/II/III\*\*
- Airport Operations Specialist\*\*
- Airport Operations Supervisor\*\*
- Airport Operations Trainee \*\*
- Animal Control Officer I/II
- Animal Care Assistant\*\*
- Animal Health Technician\*\*
- Assistant Building Superintendent
- Bridge Maintenance Supervisor
- Bridge Worker
- Building Inspector I/II
- Chef
- Community Service Officer
- Cook
- Deputy Public Administrator/Guardian/Conservator
- Detention Assistant
- Detention Specialist I/II
- Detention Specialist Supervisor
- Disposal Supervisor
- Disposal Worker I/II
- Engineering Technician I/II/III/IV\*\*
- Events Services Aide\*
- Events Services Supervisor
- Events Services Worker
- Fairgrounds Maintenance Worker
- Groundskeeper
- Heavy Equipment Fleet Maintenance Supervisor
- Janitor
- Maintenance Assistant
- Maintenance Supervisor
- Maintenance Worker I/II/III
- Marina Attendant\*\*

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- Marina Supervisor\*\*
- Materials Handler\*\*
- Park Aide\*
- Parks & Grounds Maintenance Supervisor\*\*
- Parks & Grounds Maintenance Worker I/II\*\*
- Park Planner
- Park Program Supervisor\*\*
- Park Program Assistant\*\*
- Park Ranger III \*\*
- Park Ranger Assistant\*
- Park Ranger Trainee\*\*
- Parking and Facility Officer\*\*
- Probation Assistants (assigned to the Youth Camp)\*\*
- Residential Services Worker
- Senior Agricultural Biologist/Standards Specialist
- Senior Agricultural Program Assistant\*\*
- Senior Airport Operations Specialist\*\*
- Senior Bridge Worker
- Senior Detention Specialist
- Senior Fairgrounds Maintenance Worker
- Senior Marina Attendant\*\*
- Senior Parks & Grounds Maintenance Worker\*\*
- Senior Storekeeper
- Supervising Animal Control Officer
- Supervising Building Inspector
- Supervising Detention Assistant
- Supervising Environmental Health Specialist
- Storekeeper
- Traffic Maintenance Supervisor
- Traffic Paint and Sign Worker
- Traffic Signal Technician\*\*
- Vegetation Specialist
- Vegetation Control Advisor
- Water Agency Engineering Technician I/II/III
- Water Agency Geographic Information Systems Analyst\*\*
- Water Agency Maintenance Supervisor
- Water Agency Maintenance Worker I/II/III
- Water Agency Mechanic Supervisor
- Water Agency SCADA Technology Analyst

\*Seasonal or temporary employees who “hold title and perform duties” as listed in Section 10.6.7 (Safety Boot / Shoe Allowance), shall have the option once in each two-year period to receive a voucher toward the purchase of safety boots/shoes.

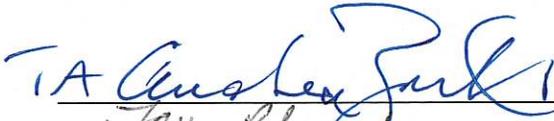
\*\*Employee in these classification are not entitled to an annual boot allowance and shall be entitled to receive an initial issue of one pair of safety boots and replacement on an as needed basis with approval of the County.



County Signature



Date



SEIU Signature



Date

