

TENTATIVE AGREEMENT

ARTICLE 4: UNION RIGHTS

4.7 New Employee Information and Orientation

~~Effective July 1, 2018~~

- a) The County shall notify new employees represented by SEIU that the Union is the recognized employee organization for the employee's classification. Within 30 days of hire into an SEIU bargaining unit, the Union shall have the opportunity to make a ~~3045~~-minute presentation at each new employee orientation program presented by the County Human Resources Department. The County shall make every effort to hold New Employee Orientations in-person. In addition, the Union shall have the opportunity to make a 10-minute presentation at each new employee orientation program presented by the Department of Health Services, Human Services Department, and any other formal group department orientation program (not to include payroll sign-ups). The County shall notify the Union of an employee orientation at least ten (10) calendar days in advance, except that a shorter notice may be provided in specific instances where there is an urgent need critical to the County's operations that was not reasonably foreseeable. In addition, the County shall provide the Union 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 Union's standard introductory packet, copies of which shall be provided by the Union.
- b) The County shall provide the Union 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 an SEIU bargaining unit, an employee who does not attend the orientation program presented by the County Human Resources Department, upon Union request shall be authorized for County release time to attend a ~~3045~~-minute make-up session with the Union during regular working hours onsite.
- d) ~~One-Two~~ Union designees shall be granted ~~3045~~ minutes County release time plus reasonable release time for necessary travel to present on the Union's behalf at the orientation program presented 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 Union with employees.

CP
3/22/23

Rip Bahr

County Signature

3/23/23

Date

*Cynthia J. ...
Jana Blunt*

SEIU Signature

3/22/23

3/23/23

Date

COUNTY COUNTER PROPOSAL v2 TO UP 3

TENTATIVE AGREEMENT

ARTICLE 7: SCHEDULES, HOURS, AND OVERTIME

Amend Article 7.24 *Callback* as follows:

When the County requires an employee to report to work on the employee's scheduled day off or after the employee has completed the employee's regular shift and has left the County work site, the County shall compensate the employee for a minimum of two (2) hours or for each hour actually worked, whichever is greater, at the rate of one and one-half (1½) times the employee's base hourly rate of pay.

When the County calls back an employee ~~in the Maintenance Bargaining Unit~~ to begin work after midnight but before 6:00 a.m. of the same day or two (2) hours before the start of the employee's normal work shift, whichever occurs first, the County shall compensate the employee for a minimum of three (3) hours or for each hour actually worked, whichever is greater, at the rate of one and one-half (1½) times the employee's base hourly rate of pay.

Employees who are called back to work while on a duty free meal period will be paid according to Section 7.23.

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

The County shall not pay an employee for callback pay, standby pay, and ~~phone work~~ remote response pay during the same period of time.

For all bargaining units except the Maintenance bargaining unit, if the callback assignment and the employee's regular work shift overlap, the employee shall be paid the callback rate until their regular shift begins.

For the Maintenance bargaining unit, employees will be eligible for callback up to thirty minutes prior to the start of their shift.

82
3/22/23

Chris Baker

County Signature

3/23/23

Date

Jana Bluest

SEIU Signature

3/22/23

Date

3/23/23

TENTATIVE AGREEMENT

ARTICLES 7 & 9: SCHEDULES, HOURS, AND OVERTIME & SPECIAL ASSIGNMENT PREMIUMS

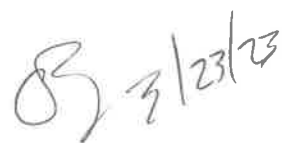
7.16.2 Human Services Department Family, Youth and Children Services Division Employees

~~Effective the pay period beginning January 29, 2019, w~~When a ~~Social Service Worker IV or Social Service Supervisor II~~Child Protective Services Social Worker or Child Protective Services Social Work Supervisor in the Family, Youth and Children Services Division of the Human Services Department works overtime, the employee may elect to be paid in cash or to bank compensatory time off as provided for under this section 7.16 - or, the employee may elect to be compensated for the overtime at one and one half (1.5) times the regular rate of pay broken out so that one hour (1) is credited to the employee's compensatory time off bank and half an hour (.5) is paid as cash for each hour of overtime worked. The election will apply to all hours in each overtime shift. If the overtime worked is within eight (8) hours of the start of their shift, the employees may request to use compensatory time off per Section 7.19 in the next shift or within the pay period, based on department requirements and individual preference.

9.5 Standby- Human Services Department; Adult Protective Services and Child Protective Services

~~Effective March 1, 2019, t~~To respond to reports of elder or child abuse, ~~Social Services Worker IV's~~Adult and Aging Social Workers in the Adult and Aging Division (A&A) and Child Protective Services Social Workers (CPS Social Workers) in the Family, Youth and Children's Services Division (FY&C) who have been trained in Emergency Response Investigations and Standby Policies and Procedures may volunteer to be on standby as described in Section 9.3. ~~To respond to reports of child abuse, all Social Services Worker IV's in the Family Youth and Children's Division must sign up for standby shifts. Training for standby ER phone and field is mandatory for a~~All CPS Social Service Workers IV's in FY&C and Adult and Aging Social Workers in A&A's Adult Protective Services Emergency Response Program must complete Emergency Response Investigations and Standby Policies and Procedures training by the end of their probationary period. Any remaining shifts will then be available on a voluntary basis to all Social Services Worker IV's trained in Emergency Response Investigations and Standby Policies and Procedures.

To support the ~~Social Services Worker IV~~Adult and Aging Social Workers and CPS Social Workers on standby, ~~Social Services Supervisor II's~~Adult and Aging Social Work Supervisors and Child Protective Services Social Work Supervisors (CPS Social Work Supervisors) who ~~are~~have been trained in supervising Emergency Response Investigations

 3/23/23

and Standby Policies and Procedures may volunteer to be on a separate standby rotation as described in Section 9.3. All Adult and Aging Social Work Supervisors in A&A's Adult Protective Services Emergency Response Program and CPS Social Work Supervisors must complete supervising Emergency Response Investigations and Standby Policies and Procedures training by the end of their probationary period.

At the option of each Division, employees may volunteer for standby assignments in a one (1) day or a one (1) week period.

In the event there are insufficient volunteers, the County will assign employees to be on standby in each Division as described in Section 9.3. ~~Social Services Worker IV's~~ CPS Social Workers and CPS Social Work Supervisors in the Family Youth and Children's Division ~~FY&C and Adult and Aging Social Workers and Adult and Aging Social Work Supervisors in A&A's Adult Protective Services Emergency Response Program and Social Services Supervisor II's in their respective Divisions~~ shall be assigned to standby on a rotating basis using the inverse seniority list with the following exemptions:

- a) Approved vacations will be honored and employees will be exempt from the mandated inverse seniority list for the time of their vacation.
- b) ~~Social Services Worker IV's who are~~ Individuals not trained in applicable Emergency Response Investigations and Standby Policies and Procedures will be exempt from the mandated inverse seniority list until they are trained.
- c) ~~Social Services Supervisor II's who are not trained in supervising Emergency Response Investigations and Standby Policies and Procedures will be exempt from the mandated inverse seniority list until they are trained.~~ Employees with documented medical restrictions will be exempt from the mandated seniority list for the duration of their medical restriction.
- d) All probationary employees will be exempt from the mandated inverse seniority list.
- e) ~~Employees in the Family, Youth, and Children Division~~ CPS Social Workers who have volunteered for at least two (2) standby shifts within a given month and CPS Social Work Supervisors who have volunteered for a least (3) standby shifts within a given month are exempt from the mandated inverse seniority list for that month.

Employees may trade standby assignments with other employees once the standby calendar has been filled and posted.

~~All Social Services Worker IV's assigned to the Emergency Response Program in the Adult & Aging Division and all Social Services Worker IV's in Family, Youth and Children Divisions will be trained in Emergency Response Investigations and Standby Phone and Field Policies and Procedures in their respective programs. All Social Services Supervisor II's in the Adult & Aging and Family, Youth and Children Divisions will be trained in supervising Emergency Response Investigations and Standby Phone and Field Policies and Procedures in their respective programs. Such training will occur by the end of their probationary period or within 3 months of the ratification and Board of Supervisor approval of this contract.~~

Chris Bolin

County Signature

3/23/23

Date

Jana Blunt
SEIU Signature

3/23/23

03/23/23
Date

COUNTY PROPOSAL #

TENTATIVE AGREEMENT

ARTICLE 8: SALARIES AND DEFERRED COMPENSATION

8.1 Salaries

Market/Equity Adjustments:

Effective May 2, 2023 contingent upon Board adoption by May 9, 2023: For those benchmark classifications that have been identified as below the market average, the A-I Steps will be increased as listed in Appendix A-1. The County will concurrently increase the A-I Steps of each SEIU represented non-benchmark classification salary scale based on the County's internal salary administration alignments.

Salary Adjustments:

During the three-year Agreement, the County will provide three salary adjustments for SEIU represented classifications. The effective dates and amounts of the cost-of-living adjustments are as follows:

Effective May 16, 2023: The County will increase by five percent (5%) the A-I Step of each scale in the Salary Table specified in Appendix A-1.

Effective March 5, 2024: The County will increase by four and one-half percent (4.5%) the A-I Step of each scale in the Salary Table specified in Appendix A-1

Effective March 4, 2025: The County will increase by four percent (4%) the A-I Step of each scale in the Salary Table specified in Appendix A-1

Cash Allowance:

Effective the pay period that begins May 30, 2023, the County will increase the current I step of each job classification in the Salary Table specified in Appendix A-1 and attached to this agreement by \$3.45/hour. The County will then recalculate each salary range/salary scale in Appendix A from the adjusted I step in order to maintain an approximate 2.5% differential

TA SJ 3/28/23
JM

between salary steps consistent with the definition of Salary Range or Salary Scale in Article 3.2 (Definitions).

~~Effective March 1, 2016 contingent on Union ratification of the successor MOU by March 7, 2016, the County shall increase by three percent (3.0%) the A-I Step of each scale in the Salary Table specified in Appendix A-1 and attached to this Agreement as Appendix A-2.~~

~~Effective the first full pay period following March 1, 2017, the County shall increase by three percent (3.0%) the A-I Step of each scale in the Salary Table specified in Appendix A-2, and attached to this Agreement as Appendix A-3.~~

8.1.1 Living Wage Minimum Wage Scale

~~Effective the first full pay period after Board adoption of the successor MOU, all employees will have a base hourly rate no less than fifteen dollars (\$15.00) per hour.~~

~~To implement this provision, employees who have a base hourly rate less than fifteen dollars (\$15.00) per hour shall be moved to the salary step in the salary scale most equivalent to but not less than fifteen dollars (\$15.00) per hour.~~

~~This provision is applicable to both current employees and future hires.~~

Market/Equity Adjustments:

~~Based on the comparison agency salary and benefits data in the County's 2018 Total Compensation Study as of November 30, 2018, the County will increase the A-I Steps of each SEIU represented benchmark classification salary scale by the amount to bring Sonoma County's benchmark position to 100% of the Compensation Study's comparison agencies' total compensation average (Cash + Ins. + Ret.), hereafter referred to as the "market average". The effective dates and amounts of the increases are as follows:~~

~~Effective May 7, 2019: For those benchmark classifications that are below the market average, the A-I Steps will be increased by up to 4% of the percentage listed in Appendix A. The County will concurrently increase the A-I Steps of each SEIU represented non-benchmark classification salary scale based on the County's internal salary administration alignments.~~

~~Effective March 10, 2020: For those benchmark classifications that are below the market average, the A-I Steps will be increased by any remaining amount needed to reach the total percentage listed in Appendix A. The County will concurrently increase the A-I Steps of each SEIU represented non-benchmark~~

~~classification salary scale based on the County's internal salary administration alignments.~~

~~No salaries will be reduced as a result of these adjustments.~~

Salary Adjustments:

During the ~~four year~~2019-2022 Agreement, the County ~~will~~provided four salary adjustments for SEIU represented classifications. The effective dates and amounts of the cost of living adjustments ~~are~~were as follows:


Effective May 21, 2019: The County ~~will~~increased by three percent (3%) the A-I Step of each scale in the Salary Table specified in Appendix A-1.

Effective March 24, 2020: The County ~~will~~increased by three percent (3%) the A-I Step of each scale in the Salary Table specified in Appendix A-I

Effective March 9, 2021 and March 8, 2022: For salary increases for years 3 and 4 of the Agreement, the County will increase the A-I Step of each scale in the Salary Table effective March 9, 2021 and March 8, 2022, by at least two percent (2%) and not more than four percent (4%). The actual amount of the increase each year within 2% and 4% will be determined by the lesser amount of the two following calculations:

The San Francisco-Oakland-Hayward All Urban Annual Consumer Price Index (CPI-U) issued by the Bureau of Labor Statistics in January 2021 and January 2022 for the preceding December percentage change from December of the prior year.

The County's actual annual growth percentage of secured property taxes collected between fiscal years 2018-19 and 2019-20 for year 3 salary adjustment; and between fiscal years 2019-20 and 2020-21 for year 4 salary adjustment, divided by 1.5, respectively.



County Signature

3/28/23

Date



SEIU Signature

3/28/23
3/28/23

Date

TENTATIVE AGREEMENT

COUNTY PROPOSAL #

ARTICLE 8: SALARIES AND DEFERRED COMPENSATION

8.20 Hourly Cash Allowance

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 pay status hour that the employee is in paid status excluding overtime, up to a maximum of 80 hours in a pay period, (or approximately a maximum of \$600.00 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.

Effective May 30, 2023, the County will reduce the hourly cash allowance to \$0.00 per pay status hour that the employee is in paid status, excluding overtime, up to a maximum of 80 hours in a pay period.

Effective the first full pay period in July 2023, and July 2024, each regular, full time, employee hired prior to June 30, 2023, who on the last day of the pay period are in a step below the "T" step of the salary scale, shall receive a one-time, non-recurring, pensionable lump sum payment in the amount listed below:

<u>Salary Step as of June 30, 2023</u>	<u>Payment July 2023</u>	<u>Payment July 2024</u>
<u>A step:</u>	<u>\$1,268.80</u>	<u>\$811.20</u>
<u>B step:</u>	<u>\$1,123.20</u>	<u>\$540.80</u>
<u>C step:</u>	<u>\$977.60</u>	<u>\$374.40</u>
<u>D step:</u>	<u>\$832.00</u>	<u>\$208.00</u>
<u>E step:</u>	<u>\$665.60</u>	<u>\$20.80</u>
<u>F step:</u>	<u>\$499.20</u>	<u>:</u>
<u>G step:</u>	<u>\$332.80</u>	<u>:</u>
<u>H step:</u>	<u>\$166.40</u>	<u>:</u>

TA 88 3/28/23
JM

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

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

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 A by \$3.45/hour as set forth in Article 8.1 (Salaries).

Jamie Smith
County Signature

3/28/23
Date

Ashley Smith
Jana Blunt
SEIU Signature

3/28/23
3/28/23
Date

TENTATIVE AGREEMENT

ARTICLE 12: HEALTH & WELFARE BENEFITS FOR ACTIVE EMPLOYEES

Amend Article 12.2.2 County Contribution Toward Active Employee Medical Benefits as follows:

PROPOSAL:

12.2.2 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	\$ 629,834 per month (\$314,504.17 semi-monthly)
Employee plus one	\$ 1,2571,668 per month (\$628,508.34 semi-monthly)
Family	\$ 1,7792,358 per month (\$889,501,179 semi-monthly)

County Contribution – Plan Year ~~2019-2020~~2023-2024

Effective the pay period beginning ~~July 30, 2019~~May 16, 2023, the County shall contribute up to a maximum of the following amounts based on level of coverage for employees enrolled in County-offered medical coverage for any eligible full-time regular employee and their eligible dependent(s).

Employee only	\$ 700,851 per month (\$350,425.50 semi-monthly)
Employee plus one	\$ 1,4001,701 per month (\$700,850.50 semi-monthly)
Family	\$ 1,9802,405 per month (\$990,1,202.50 semi-monthly)

County Contribution – Plan Year ~~2020-2021~~2024-2025

Effective the pay period beginning ~~May 19, 2020~~May 14, 2024, 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	\$ 742,893 per month (\$371,446.50 semi-monthly)
Employee plus one	\$ 1,4841,786 per month (\$742,893 semi-monthly)
Family	\$ 2,1002,525 per month (\$1,0501,262.50 semi-monthly)

8
3/22/23

County Contribution – Plan Year ~~2021-2022~~2025-2026

Effective the pay period beginning ~~May 18, 2021~~ May 13, 2025, 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 <u>938</u> per month (\$393 <u>469</u> semi-monthly)
Employee plus one	\$ 1,574 <u>1,876</u> per month (\$787 <u>938</u> semi-monthly)
Family	\$ 2,242 <u>652</u> per month (\$1,121 <u>326</u> semi-monthly)

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

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

Employee only	\$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 12.2.6.



County Signature

3/23/23

Date



SEIU Signature

3/22/23
3/23/23

Date

COUNTY COUNTER TO UNION PROPOSAL #19

TENTATIVE AGREEMENT

ARTICLE 15: VACATION

Amend Article 15.3 *Vacation – Accrual Rates – Non-Supervisory Unit* and Article 15.4 *Vacation – Accrual Rates – Supervisory Unit* as follows:

15.3 Vacation – Accrual Rates – Non-Supervisory Unit

Each non-supervisory employee who has completed the following in-service hours shall accrue vacation leave at the appropriate rate shown below. Rates shown below will be adjusted to reflect any unpaid time in each pay period. Hours will be accumulated to the maximum indicated in the following table:

YEARS OF COMPLETED FULL-TIME SERVICE	IN-SERVICE HOURS OF COMPLETED SERVICE	RATE FOR 80 IN-SERVICE HOURS	MAXIMUM ACCUMULATED HOURS
0 through 5	0 to 10,434	4.94	280
5 through 10	10,435 to 20,870	5.25	280
10 through 15	20,871 to 31,305	6.48	280 300
15 through 20	31,306 to 41,741	7.09	280 320
20 through 25	41,742 to 52,177	7.70	280 340
25 or greater	52,178 or more	8.01	280 360

15.4 Vacation – Accrual Rates – Supervisory Unit

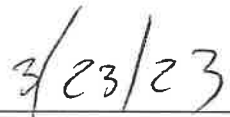
Each employee in the General Supervisory Bargaining Unit who has completed the following in-service hours shall accrue vacation leave at the appropriate rate shown below. In-service hours include all hours in pay status excluding overtime. Rates shown below will be adjusted to reflect any unpaid time in each pay period. Hours will be accumulated to the maximums indicated in the table below. No employee promoted to a supervisory position shall have his or her maximum accumulation of vacation hours reduced as a result of the promotion.

3/22/23

YEARS OF COMPLETED FULL-TIME SERVICE	IN-SERVICE HOURS OF COMPLETED SERVICE	RATE FOR 80 IN-SERVICE HOURS	MAXIMUM ACCUMULATED HOURS
0 through 5	0 to 10,434	4.94	360
5 through 10	10,435 to 20,870	5.25	360
10 through 15	20,871 to 31,305	6.48	360 380
15 through 20	31,306 to 41,741	7.09	360 400
20 through 25	41,742 to 52,177	7.70	360 420
25 or greater	52,178 or more	8.01	360 440



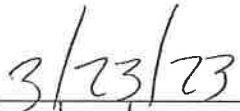
County Signature



Date



Jana Blunt
SEIU Signature



3/23/23
Date

TENTATIVE AGREEMENT

ARTICLE 16: SICK LEAVE

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)~~ ninety-six (96) 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.

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)~~ ninety-six 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.

16.3.2 Allocated Employee to Extra Help:

For an employee assigned to an allocated position who begins an eligible Extra Help assignment within one year of separation from an allocated position, any accrued sick leave remaining on account will be restored to the employee as Extra Help sick leave, up to the cap of ~~72~~ 96 hours, and may be used subject to the limits and provisions for use of Extra Help sick leave outlined in Section 16.2 (Sick Leave Benefit for Extra Help Employees). If an employee returns to an allocated position within one year of separation from an allocated position, the provision of 16.1.2 will apply, except that any sick leave hours used or accrued during the extra help period will be factored against the employees former leave balance. If the separation date is in the middle of the pay period, pay period end date will apply. The employee’s annual period will be changed to the date they start in the new position.

OP
3/22/23

Dirk Bahr

County Signature

3/23/23

Date

TA Jana Blum
SEIU Signature

3/23/23
3/23/23
Date