

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.~~

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Chris Bahr 2/8/23

County Signature

T.A. Anahea Janet 2/8/23

SEIU Signature

Uma 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.

Philip Buhner 2/8/23

County Signature

TA Auster 2/8/23  
Janeen Blunt 2/8/23

SEIU Signature

## 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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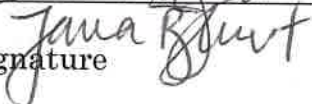
employee's regular workdays remaining within the 90-day notice period. In the event that an employee receives a 90-day notice under this Section (5.2), the County will continue to make a reasonable effort to place the affected employee in another available position(s) within the County for which the 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

T.A.  2/8/23  
SEIU Signature  2/8/23