

**County of Sonoma
Human Resources Department**

JOB OFFER GUIDELINES

I. PURPOSE

The Human Resources Department has developed guidelines and example documents to assist departments with the job offer process. The employment process for job candidates can be confusing, daunting and lengthy. The employment process is the prospective employee's first impression of the County, and the communication process during this time can indicate the future work environment. Therefore, Departments are strongly encouraged to follow Human Resources best practices for job offers to exemplify the County's professionalism and commitment to its workforce. Following best practices also mitigates any risk of illegal or discriminatory hiring practices.

II. LEGAL ISSUES, RELATED GUIDELINES, POLICIES, AND RULES

Federal and state laws restrict the timing of an employer's acquisition of medical information about the medical conditions and impairments of job candidates. Both the Americans with Disabilities Act (ADA) and the Fair Employment and Housing Act (FEHA) restrict an employer's ability to ask questions about a candidate's medical conditions, disabilities and/or to require an applicant to undergo a medical examination until after a "conditional offer of employment" has been made. According to the Equal Employment Opportunity Commission (EEOC), a "conditional offer of employment" is a real job offer that: 1) is made after the employer has evaluated all relevant non-medical information which could reasonably have been obtained and analyzed prior to making the offer; and 2) is conditioned upon acceptable medical information, such as passing a physical or psychological examination. Only in limited cases, such as law enforcement/peace officer positions, may a conditional offer be made and be considered a conditional offer of employment for purposes of the ADA and EEOC, if the results of a criminal background investigation or polygraph examination are still pending.

As stated in 1) above, the County interprets "all relevant non-medical information" to include job references, and the County's pre-employment background check process, and no conditional offers of employment may be extended until these stages are completed unless a position/assignment is exempted by County Counsel or Human Resources.

Please refer to Human Resources' webpage on Background Checks for further information: <http://hr.sonoma-county.org/content.aspx?sid=1024&id=1385>. The Salary Resolution or the appropriate MOU has "salary upon appointment" and other provisions about salary upon appointment. Advanced step appointments require a completed form and approval process which can be found at: <http://hr.sonoma-county.org/content.aspx?sid=1024&id=1427>. The Policy for Relocation Incentives and Reimbursement Expenses for Management and Unrepresented New Hires may also be referenced for information: http://sc-intranet/cao/admin_policy_4-9.htm.

III. OFFER PROCESS

A verbal, conditional offer should be extended and followed up by a written/emailed conditional offer of employment. Once the procedures upon which the offer was conditioned have been successfully completed, the candidate should be verbally notified. A written/emailed official offer of employment should be provided shortly thereafter. Candidates should be given a reasonable amount of time to review the offer and formerly accept the offer. Regardless of a verbal acceptance, the written offer should be signed and returned by the candidates prior to their start date.

IV. OFFER LETTER CONTENT

A. Conditional Offer of Employment

Conditional offers should contain only basic information and clearly state the conditions. Appropriate content includes a welcome statement, position title (actual class title and working title if applicable), the details on the salary in hourly terms and annually if desired; the supervisor/manager to whom the employee will report; probationary period; a cautionary statement that the offer is conditional; and pre-employment medical appointment information, if desired.

B. Official Offer of Employment

Official offers should contain sufficient detail for the job candidate to make a well informed decision to accept employment with the County and should mitigate any unpleasant surprises about their employment decision. Given the various bargaining units, MOUs, etc., offer letters should be more general when communicating salary provisions and benefits. Departments may attach pertinent documents to the formal offer letters such as the County's Civil Service Rules, MOU/Salary Resolution, benefit booklets, summary of plan documents, etc., or may provide contact information or online links to these resources. Human Resources does not recommend including information on future merit increases in writing to prevent creating a contractual agreement.

Opening information: A welcome statement and information that includes the position title (actual class title and working title if applicable), start date and reporting time, and the supervisor/manager to whom the employee will report.

Basic information: Provide the details on the salary in hourly terms and annually if desired, pay schedule, first paycheck date, represented/unrepresented status and bargaining unit, FLSA status, classified/unclassified status, probationary period, department orientation date and contact person.

Benefits Information: Basic information on benefits, eligibility and where to find more specific information, basic information on retirement and where to find information, basic information on paid time off accruals and where to find more information, non-participation in State disability insurance program, and the integration of retirement and Social Security benefits.

Terms of Employment: The conditions of employment such as compliance with immigration law and completion of an I-9 Form, signing agreements, and disaster service worker status.

Closing: Information on a point of contact, final sentiments and instructions to sign and return acknowledgement within specified time period.

C. Extra-help Offer of Employment

Extra-help employees including paid interns should receive conditional offers of employment in those cases in which a pre-employment physical is conducted, and/or official offers of employment; however, the information in the letter should be amended accordingly. (Retiree Extra-help employees are presumed to meet the hiring criteria as defined by PEPR/County policy.) Conditional and official offers of employment should include the suggested content in Section IV, A-B above, and state that the position is extra-help including information related to the extra-help category and work/hour limitations pursuant to the category. The official offer’s information on benefits should reflect only those required by law and specify regular county benefits do not apply.

D. Promotional/Transfer/Demotion Offers of Employment

Departments should also provide written official and conditional (if a pre-employment physical is required) offers of employment to current County employees who are pursuing new opportunities and when there is a change in job class whether within the same department or in a new department. Of particular importance to employees when moving to new job classes, are probationary requirements and appropriate salary step placement. Departments should use the same guidelines and suggested content listed herein when providing offers to current employees.

E. Acknowledgment

For conditional or official offers of employment, the prospective employees should acknowledge receipt and accept the offers in writing. A signature/acknowledgement section should be included at the bottom of the letter. Departments should request acceptance within a reasonable amount of time for the candidate to make a decision.

F. Revised Offers

If a written conditional or official offer is amended in any way in verbal discussions, the offer should be amended in writing and provided to the prospective candidate.

V. REVIEW OF OFFER LETTERS

Included in this guideline are sample offer letters. Human Resources strongly encourages departments to use these letters. If departments feel compelled to use letters that contain information different, excluding, or in addition to the suggested guidelines and content listed herein, Human Resources should review and approve the letters prior to using.

VI. SAMPLE LETTERS

Conditional Offer

(Drafted assuming a full-time position.)

DATE

NAME

ADDRESS

Delivered via mail/email/hand delivery

Subject: Conditional Offer of Employment

Dear **NAME**:

We would like to offer you the position of **POSITION** reporting to **NAME/POSITION**, contingent on the successful completion of a pre-employment physical. Pertinent details of this conditional offer include:

- Your salary will be **\$XX.XX** per hour, which is Step **X** of your salary range; pay periods are bi-weekly.
- In addition to your base salary, you will receive a cash allowance of \$3.45 per pay status hour excluding overtime, up to a maximum of 80 hours. (Maximum is equivalent to \$276 per pay period.) The cash allowance is combined with all of your other wages and earnings. *(This applies to part-time employees as well.)*
- As a **POSITION**, you will serve a probationary period of **six months/one year**.

In addition to salary, County of Sonoma employees have the opportunity to participate in all benefit programs where eligibility requirements are met. If you choose to participate in the County's health and welfare benefits, the benefits are effective on the first day of the month following your start date. The County of Sonoma offers a comprehensive benefit plan including health, dental, vision, and life and long term disability insurance.

Again, this is a conditional offer of employment. Should you have a successful outcome from your pre-employment exam, you will receive an official and more detailed offer of employment. Please note that you should not resign from any employer at this time as you must first meet the conditions of this offer.

(OPTIONAL) Your pre-employment medical exam has been scheduled for **DATE**. This exam is located at the Occupational Health Office of Kaiser Medical Center, 3975 Old Redwood Hwy, Medical Office Building 5, Santa Rosa, CA 95403. Please bring the enclosed Pre-placement Health History Questionnaire and Assessment to your medical appointment at Kaiser.

If this conditional offer is acceptable to you, please sign this letter and return in the enclosed envelope **prior to your pre-employment physical appointment**. A duplicate copy is enclosed for your records. You may also fax your acceptance to our secure fax at (707) 565-XXXX or return it via email at **email address**.

We will contact you further when we receive the results of your pre-employment physical. In the meantime, if you have any questions regarding any of the above information, please don't hesitate to contact me at (707) 565-XXXX.

Sincerely,

NAME/TITLE (*hiring manager/department head*)

Accepted By: _____ Date: _____

Official Offer

(Drafted assuming a full-time position.)

DATE

NAME

ADDRESS

Delivered via mail/email/hand delivery

Subject: Offer of Employment

Dear **NAME**:

The County of Sonoma **DEPARTMENT** is pleased to offer you the position of **POSITION** in the **NAME** division. You will be reporting to **NAME/POSITION**. Listed below are details of your offer:

- Your start date will be **DATE**.
- Your salary will be **\$XX.XX** per hour, which is Step **X** of your salary range; pay periods are bi-weekly.
- In addition to your base salary, you will receive a cash allowance of \$3.45 per pay status hour excluding overtime, up to a maximum of 80 hours. (Maximum is equivalent to \$276 per pay period.) The cash allowance is combined with all of your other wages and earnings. *(This applies to part-time employees as well.)*
- As a **POSITION**, you will serve a probationary period of **six months/one year**.
- You are a classified employee and are subject to the County's Civil Service Ordinance and Rules. The Rules can be found online at: http://hr.sonoma-county.org/documents/civil_service_rules.pdf. *(Remove if unclassified or cite agency personnel policy if applicable)*
- As a **POSITION**, a condition of your employment is union representation by **UNION**; in addition to the Civil Service Rules, other terms of employment including salary, benefits and paid time off accruals are listed in the MOU between the County and **UNION**. The MOU can be found online at: <http://hr.sonoma-county.org/content.aspx?sid=1024&id=1215>. *or* As a **POSITION**, you are not represented by a union; in addition to the Civil Service Rules, other terms of employment, including salary, benefits and paid time off accruals are listed in the Salary Resolution which is adopted by the County's Board of Supervisors. The Salary Resolution can be found online at: <http://hr.sonoma-county.org/content.aspx?sid=1024&id=1215>.
- You will begin accruing paid time off on your first pay date.

- Your position is **EXEMPT/NON-EXEMPT** under the Fair Labor Standards Act and **is/is not** eligible for overtime pursuant to legal requirements and the MOU. *(remove MOU if exempt)*
- On **DATE** at **TIME**, you will receive an orientation in which the specific benefit plans, premium costs, and other new hire paperwork will be discussed.

In addition to your salary, you have the opportunity to participate in all benefit programs where eligibility requirements are met. If you choose to participate in the County's health and welfare benefits, the benefits are effective on the first day of the month following your start date. The County of Sonoma offers a comprehensive benefit plan including medical, dental, vision, life and long term disability insurance. Specific details will be shared with you during your orientation. For more specific/personalized information about health and welfare benefits including specific plan options, coverage and premium amounts go to www.hr.sonoma-county.org or, contact the Human Resources' Risk Management-Benefits office at benefits@sonoma-county.org or (707) 565-2900.

County of Sonoma employees have a defined benefit retirement plan. Employees' retirement contributions are calculated and determined by the Sonoma County Employees Retirement Association (SCERA). As a County employee, you are required to contribute by payroll deduction to your retirement account. For specific information regarding retirement benefits, vesting, deductions or reciprocity, you can contact the Retirement Office at (707) 565-8100. The County's retirement plan is fully integrated with Social Security. You will begin participating in the County's Retirement Plan as of your first pay date, and deductions will be taken accordingly. The Summary Plan and other valuable information can be found at: www.scretire.com. Other retirement related benefits such as a defined contribution plan may be available to you where eligibility requirements are met.

Also, please be aware that the County of Sonoma has opted out of the California State Disability Insurance (SDI) program. As such, you will NOT be eligible for State Disability benefits associated with this program, nor will you see deductions taken from your pay for SDI.

Employees of public governmental agencies are "disaster service workers" as defined by California Government Code 3100. Employees may be assigned disaster services if necessary.

Your employment is conditioned upon your ability to provide documentary evidence of your eligibility for employment in the United States in accordance with employment eligibility verification laws within three (3) business days of your start date. Evidence of eligibility for employment includes a United States Passport, a valid driver's license and a United States Social Security card, or other legally accepted documentation as defined in the Federal I-9 Form, Employment Eligibility Verification. Your employment is also conditioned upon signing other County policy and acknowledgment forms which will be provided at your orientation.

This offer supersedes all previous offers, negotiations or communications, oral or written, with **DEPARTMENT**.

We eagerly look forward to your acceptance of this employment offer. If this offer is acceptable to you, please sign this letter and return in the enclosed envelope. A duplicate copy of the offer is enclosed for your records. You may also fax your acceptance to our secure fax at (707) 565-XXXX or return it via email at **email address**. Time is of the essence and this offer will expire on **DATE**. If you have any questions, please feel free to contact me at 707-565-XXXX.

Congratulations, **NAME**, on being selected to join our team. **DEPARTMENT** strives to hire only the best and brightest individuals who will make a difference in our ability to provide our services. We look forward to your contributions.

Sincerely,

NAME/TITLE (*hiring manager/department head*)

Accepted By: _____ Date: _____

Promotional/Transfer/Demotion

(Use a conditional offer prior to official offer if change in employment requires a new pre-employment physical or law enforcement background process; drafted assuming a full-time position.)

DATE

NAME

ADDRESS

Delivered via mail/email/hand delivery

Subject: Offer of Employment

Dear **NAME**:

The County of Sonoma **DEPARTMENT** is pleased to offer you the position of **POSITION** in the **NAME** division. You will be reporting to **NAME/POSITION**. Listed below are details of your offer:

- Your start date will be **DATE**.
- Your salary will be **\$XX.XX** per hour, which is Step **X** of your salary range; pay periods are bi-weekly.
- In addition to your base salary, you will continue to receive a cash allowance of \$3.45 per pay status hour excluding overtime, up to a maximum of 80 hours. (Maximum is equivalent to \$276 per pay period.) The cash allowance is combined with all of your other wages and earnings. *(This applies to part-time employees as well.)*
- As a **POSITION**, you will serve a probationary period of **six months/one year**.

- You are a classified employee and are subject to the County’s Civil Service Ordinance and Rules. The Rules can be found online at: http://hr.sonoma-county.org/documents/civil_service_rules.pdf. *(Remove if unclassified or cite agency personnel policy if applicable)*
- As a **POSITION**, a condition of your employment is union representation by **UNION**; in addition to the Civil Service Rules, other terms of employment including salary, benefits and paid time off accruals are listed in the MOU between the County and **UNION**. The MOU can be found online at: <http://hr.sonoma-county.org/content.aspx?sid=1024&id=1215>. *or* As a **POSITION**, you are not represented by a union; in addition to the Civil Service Rules, other terms of employment, including salary, benefits and paid time off accruals are listed in the Salary Resolution which is adopted by the County’s Board of Supervisors. The Salary Resolution can be found online at: <http://hr.sonoma-county.org/content.aspx?sid=1024&id=1215>.
- Your position is **EXEMPT/NON-EXEMPT** under the Fair Labor Standards Act and **is/is not** eligible for overtime pursuant to legal requirements and the MOU. *(remove MOU if exempt)*

As a reminder, County of Sonoma employees are “disaster service workers” as defined by California Government Code 3100. Employees may be assigned disaster services if necessary.

This offer supersedes all previous offers, negotiations or communications, oral or written, with **DEPARTMENT**.

We eagerly look forward to your acceptance of this employment offer. If this offer is acceptable to you, please sign this letter and return in the enclosed envelope. A duplicate copy of the offer is enclosed for your records. You may also fax your acceptance to our secure fax at (707) 565-XXXX or return it via email at **email address**. Time is of the essence and this offer will expire on **DATE**. If you have any questions, please feel free to contact me at 707-565-XXXX.

Congratulations, **NAME**, on being selected to join our team. **DEPARTMENT** strives to hire only the best and brightest individuals who will make a difference in our ability to provide our services. We look forward to your contributions.

Sincerely,

NAME/TITLE *(hiring manager/department head)*

Accepted By: _____ Date: _____

Extra-help Conditional Offer

DATE

NAME

ADDRESS

Delivered via mail/email/hand delivery

Subject: Conditional Offer of Extra-help Employment **OR Internship**

Dear **NAME**:

We would like to offer you the position of **Extra-help POSITION/or X INTERNSHIP** reporting to NAME/POSITION, contingent on the successful completion of a pre-employment physical. Your hourly salary will be **\$XX.XX**; pay periods are bi-weekly.

This conditional offer is for a **temporary/intermittent/seasonal** extra-help **OR INTERNSHIP** position. (Use one definition below.)

Temporary extra-help employees relieve or augment permanent staff on a continuous basis for a period not to exceed one calendar year from the date of hire. A temporary extra-help employee who has reached the maximum of one calendar year must take a break in service of no less than three (3) months. A temporary extra-help employee can return to the same assignment for one additional 12 month period after completing the required three month break in service.

Intermittent extra-help employees augment permanent staff when there is a need to maintain adequate work coverage either for short periods of time at recurrent intervals, or for ongoing periods of time for fewer than four (4) days per pay period on a regular basis. The total number of hours an intermittent employee can work in *any* 12 month consecutive period cannot exceed 1,380 hours excluding overtime.

Seasonal extra-help employees augment permanent staff by performing duties that are required at certain times or seasons of the year. Seasonal employment cannot extend beyond six (6) calendar months in any 12-month consecutive period.

Intern extra-help employment is a student who is enrolled in a full-time or part-time academic or vocational curriculum; a graduate of law school working as a graduate law clerk; or a graduate who is required by licensing/certification requirements to complete pre/post graduate internship hours. An intern may not work in excess of 1,560 hours in a twelve month period from date of hire. An internship may extend beyond the initial 12-month period to a maximum of 36 consecutive months provided the intern remains enrolled in the related academic curriculum throughout the 36-month period. **(If applicable, Graduates of Law School may be employed as Graduate Law Clerks as long as their total employment does not exceed three consecutive years, but still may not work in excess of 1,560 hour in a twelve month period from date of hire.)**

Extra-help employees do not receive regular County of Sonoma benefits except certain benefits that are required by law. A medical plan is available where eligibility is met.

Again, this is a conditional offer of employment. Should you have a successful outcome from your pre-employment exam, you will receive an official and more detailed offer of employment. Please note that you should not resign from any employer at this time as you must first meet the conditions of this offer.

(OPTIONAL) Your pre-employment medical exam has been scheduled for **DATE**. This exam is located at the Occupational Health Office of Kaiser Medical Center, 3975 Old Redwood Hwy, Medical Office Building 5, Santa Rosa, CA 95403. Please bring the enclosed Pre-placement Health History Questionnaire and Assessment to your medical appointment at Kaiser.

If this conditional offer is acceptable to you, please sign this letter and return in the enclosed envelope **prior to your pre-employment physical appointment**. A duplicate copy is enclosed for your records. You may also fax your acceptance to our secure fax at (707) 565-XXXX or return it via email at **email address**.

We will contact you further when we receive the results of your pre-employment physical. In the meantime, if you have any questions regarding any of the above information, please don't hesitate to contact me at (707) 565-XXXX.

Sincerely,

NAME/TITLE (*hiring manager/department head*)

Accepted By: _____ Date: _____

Extra-help Official Offer

DATE

NAME

ADDRESS

Delivered via mail/email/hand delivery

Subject: Offer of Extra-help Employment **OR Internship**

Dear **NAME**:

We would like to offer you the position of **Extra-help POSITION/or X INTERNSHIP** reporting to **NAME/POSITION**. Your hourly salary will be **\$XX.XX; pay periods are bi-weekly**. Your start date will be **DATE**.

This offer is for a **temporary/intermittent/seasonal** extra-help **OR INTERNSHIP** position. (Use one definition below.)

Temporary extra-help employees relieve or augment permanent staff on a continuous basis for a period not to exceed one calendar year from the date of hire. A temporary extra-help employee who has reached the maximum of one calendar year must take a break in service of no less than three (3) months. A temporary extra-help employee can return to the same assignment for one additional 12 month period after completing the required three month break in service.

Intermittent extra-help employees augment permanent staff when there is a need to maintain adequate work coverage either for short periods of time at recurrent intervals, or for ongoing periods of time for fewer than four (4) days per pay period on a regular basis. The total number of hours an intermittent employee can work in *any* 12 month consecutive period cannot exceed 1,380 hours excluding overtime.

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Intern extra-help employment is a student who is enrolled in a full-time or part-time academic or vocational curriculum; a graduate of law school working as a graduate law clerk; or a graduate who is required by licensing/certification requirements to complete pre/post graduate internship hours. An intern may not work in excess of 1,560 hours in a twelve month period from date of hire. An internship may extend beyond the initial 12-month period to a maximum of 36 consecutive months provided the intern remains enrolled in the related academic curriculum throughout the 36-month period. **(If applicable,** Graduates of Law School may be employed as Graduate Law Clerks as long as their total employment does not exceed three consecutive years, but still may not work in excess of 1,560 hours in a twelve month period from date of hire.)

Extra-help employees do not receive regular County of Sonoma benefits except certain benefits that are required by law. If you chose to participate and when eligibility requirements are met, a medical plan is available. You may be eligible for overtime pay as an extra-help employee. Extra-help employees shall participate in the PST/457 Deferred Compensation Retirement Plan authorized by Internal Revenue Code Section 457 in lieu of Social Security.

Extra-help employees are not in the classified service and do not have Civil Service Rights or any kind of guarantee of continued employment. Extra-help assignments may end at the discretion of the appointing authority.

The County of Sonoma has opted out of the California State Disability Insurance (SDI) program. As such, you will NOT be eligible for State Disability benefits associated with this program, nor will you see deductions taken from your pay for SDI.

Employees of public governmental agencies are “disaster service workers” as defined by California Government Code 3100. Employees may be assigned disaster services if necessary.

Your employment is conditioned upon your ability to provide documentary evidence of your eligibility for employment in the United States in accordance with employment eligibility verification laws within three (3) business days of your start date. Evidence of eligibility for employment includes a United States Passport, a valid

driver's license and a United States Social Security card, or other legally accepted documentation as defined in the Federal I-9 Form, Employment Eligibility Verification. Your employment is also conditioned upon signing other County policy and acknowledgment forms which will be provided at your orientation. You will receive an orientation and new hire paperwork will be processed on your first day of employment.

This offer supersedes all previous offers, negotiations or communications, oral or written, with **DEPARTMENT**.

We eagerly look forward to your acceptance of this employment offer. If this offer is acceptable to you, please sign this letter and return in the enclosed envelope. A duplicate copy of the offer is enclosed for your records. You may also fax your acceptance to our secure fax at (707) 565-XXXX or return it via email at **email address**. Time is of the essence and this offer will expire on **DATE**. If you have any questions, please feel free to contact me at 707-565-XXXX.

We look forward to you joining our team.

Sincerely,

NAME/TITLE (*hiring manager/department head*)

Accepted By: _____ Date: _____