Memorandum of Understanding

Imposed Terms and Conditions of Employment

By the County of Solano

For

Chauffeurs, Teamsters & Helpers Union Local #150

Unit #1 Attorneys

September 4, 2011

TABLE OF CONTENTS

PREAMBLE 5

SECTION 1.	RECOGNITION5
CECTION 2	NO DISCRIMINATION
SECTION Z.	NO DISCRIMINATION5
SECTION 3.	UNION SECURITY6
<u>A.</u>	AGENCY SHOP6
B.	UNION DUES/SERVICE FEES6
C	RELIGIOUS EXEMPTION 6
D	FINANCIAL REPORTS
<u>ь.</u>	
L.	PAYROLL DEDUCTIONS AND PAYOVER7
<u>F </u>	HOLD HARMLESS
<u>G.</u>	WAIVER OF ELECTION FOR NEWLY-REPRESENTED EMPLOYEES AND NEW REPRESENTATION UNITS7
<u>J.</u>	PROGRAMMING FEE8
K.	UNIT MEMBERSHIP LIST8
SECTION 4.	UNION RIGHTS8
A SECTION 4.	
Α.	RELEASE TIME8
B.	WORK ACCESS 8
<u>C.</u>	USE OF COUNTY FACILITIES 9
D.	BULLETIN BOARDS9
E	NEW EMPLOYEE INFORMATION9
SECTION 5.	MANAGEMENT RIGHTS 9
SECTION 3.	WARAGERIERI MOITIS
SECTION 6.	PROBATION PERIOD 9
SECTION 7.	SALARY AND OTHER COMPENSATION

<u>A.</u>	SALARY RANGES	10
<u>B.</u>	SALARY INCREASES WITHIN GRADE	10
<u>C.</u>	SALARY UPON PROMOTION	11
D.	LONGEVITY COMPENSATION	11
<u>E </u>	PAY FOR NEW EMPLOYEES	11
SECTION 8.	PROMOTIONS WITHIN SERIES	11
SECTION 9.	LEAVES AND AUTHORIZED TIME OFF	12
<u>A.</u>	VACATION	12
B.	SICK LEAVE	13
<u>C.</u>	LEAVE CONTRIBUTION PROGRAM	15
<u>D.</u>	MATERNITY LEAVE	17
<u>E.</u>	FAMILY AND MEDICAL LEAVE	17
<u>F </u>	BEREAVEMENT LEAVE	18
G.	LEAVE OF ABSENCE WITHOUT PAY	18
<u>H. </u>	MILITARY LEAVE OF ABSENCE	19
l.	JURY DUTY	20
<u>J.</u>	ATTORNEY TIME OFF	20
SECTION 10	. HOLIDAYS	21
<u>A.</u>	ELIGIBILITY	21
<u>B.</u>	HOLIDAYS	21
SECTION 11	. RETIREMENT PLAN	23
Α.	PLAN AND BENEFITS	<u>23</u>
<u>B.</u>	EMPLOYER "PICK-UP": INTERNAL REVENUE CODE 414(H)(2)	<u>23</u>
<u>C.</u>	PAYMENT OF EMPLOYEES' PERS CONTRIBUTIONS	25
<u>D.</u>	VOLUNTARY RETIREE HEALTH INSURANCE BANK	25
SECTION 12	. DEFFERRED COMPENSATION	25
SECTION 13	INSURANCE PLANS	25

SECTION 14. WORKERS' COMP, STATE DISABILITY INSURANCE & TEMP

	LIGHT DUTY ASSIGNMENT FOR INJURED EMPLOYEES	26
SECTION	N 15. DISMISSAL, SUSPENSION OR DEMOTION FOR CAUSE	29
CECTION	N 1.C. CRIEVANCE PROCEDURE	20
SECTION	N 16. GRIEVANCE PROCEDURE	
<u>A.</u>	DEFINITION	
B.	PURPOSE	30
<u>C.</u>	STEPS	30
D.	SCOPE OF ARBITRATION DECISIONS	32
E.	COMPENSATION COMPLAINTS	32
<u>F </u>	GRIEVANCE REPRESENTATION	33
SECTION	N 17. REIMBURSEMENTS	33
Α	BUSINESS EXPENSE ALLOWANCE	33
B	MILEAGE REIMBURSEMENT	34
C.	LICENSING AND CERTIFICATION FUND	34
	PROFESSIONAL BOOKS AND MATERIALS	
<u>SECTION</u>	N 18. OVERPAYMENTS AND UNDERPAYMENTS	35
SECTION SECTION	N 19. PERFORMANCE EVALUATIONS	36
<u>SECTION</u>	N 20. CONTINUING EDUCATION UNITS	37
SECTION	N 21. SEARCH WARRANT ON-CALL STATUS/RIDE ALONG	PARTICIPATION
<u>SECTION</u>	N 22. CONTENTS AND DISCLOSURE OF PERSONAL HISTORY FILES	37
SECTION	N 23. AMERICANS WITH DISABILITIES ACT (ADA)	39
<u>SECTION</u>	N 24. EMPLOYEE RECOGNITION PROGRAM	40
SECTION	N 25. NO STRIKE/NOLOCKOUT	40
SECTION	N 26 RENEWAL OF AGREEMENT	40

SECTION 27	. CONFLICT OF INTEREST	40
SECTION 28	FULL UNDERSTANDING	40
SECTION 29	SEVERABILITY	41
APPENDIX A	<u>- 42</u>	
APPENDIX B	<u>-43</u>	
APPENDIX B	<u>CONTINUED</u>	44
APPENDIX C	<u>45</u>	
SECTION 1.	RECOGNITION	8 3
SECTION 2.	NO DISCRIMINATION	8 3
SECTION 3.	UNION SECURITY	9 3
Α.	AGENCY SHOP	9 <u>3</u>
В.	UNION DUES/SERVICE FEES	9 3
<u>C.</u>	RELIGIOUS EXEMPTION	9 3
D.	FINANCIAL REPORTS	10 3
<u>E.</u>	PAYROLL DEDUCTIONS AND PAYOVER	10 3
<u>F.</u>	HOLD HARMLESS	10 3
G.	WAIVER OF ELECTION FOR NEWLY-REPRESENTED EMPLOYEES AND REPRESENTATION UNITS	10 3
J.	PROGRAMMING FEE	11 3
<u>K.</u>	UNIT MEMBERSHIP LIST	11 3
SECTION 4.	UNION RIGHTS	
Α.	RELEASE TIME	11 3
В.	WORK ACCESS	11 3
<u>C.</u>	USE OF COUNTY FACILITIES	12 3
D.	BULLETIN BOARDS	12 3
<u>E.</u>	NEW EMPLOYEE INFORMATION	12 3
SECTION 5.	MANAGEMENT RIGHTS	12 3
SECTION 6.	PROBATION PERIOD	12 3
SECTION 7.	SALARY AND OTHER COMPENSATION	13 3
Α.	SALARY RANGES	13 3
В.	SALARY INCREASES WITHIN GRADE	13 3
<u>C.</u>	SALARY UPON PROMOTION	14 3
D	LONGEVITY COMPENSATION	1/12

<u>E</u> .	PAY FOR NEW EMPLOYEES.	14 3
F.	PROFESSIONAL ALLOWANCES	15 3
SECTION 8.	PROMOTIONS WITHIN SERIES	15 3
SECTION 9.	LEAVES AND AUTHORIZED TIME OFF	15 3
Α.	VACATION	15 3
В.	SICK LEAVE	17 3
C.	LEAVE CONTRIBUTION PROGRAM	19 3
D.	MATERNITY LEAVE	21 3
<u>E.</u>	FAMILY AND MEDICAL LEAVE	21 3
F	BEREAVEMENT LEAVE	21 3
G.	LEAVE OF ABSENCE WITHOUT PAY	
Н.	MILITARY LEAVE OF ABSENCE	23 3
l.	JURY DUTY	23 3
J.	ATTORNEY TIME OFF	23 3
SECTION 10.	HOLIDAYS	24 3
Α.	ELIGIBILITY	24 3
В.	HOLIDAYS	25 3
SECTION 11.	RETIREMENT PLAN	26 3
Α.	PLAN AND BENEFITS	26 3
В.	EMPLOYER "PICK-UP": INTERNAL REVENUE CODE 414(H)(2)	27 3
<u>C.</u>	PERS PAYMENT.	28 3
<u>D.</u>	RETIREE HEALTH INSURANCE BANKERROR! BOOKMARK NOT DE	FINED. 3
SECTION 12.	DEFERRED COMPENSATION	29 <mark>3</mark>
SECTION 13.	INSURANCE PLANS	29 3
	WORKERS' COMPENSATION, STATE DISABILITY INSURANCE AND TEMPORARY LIGHT DUTY T FOR INJURED EMPLOYEES	30 3
	DISMISSAL, SUSPENSION OR DEMOTION FOR CAUSE	
	GRIEVANCE PROCEDURE	
	DEFINITION	
	PURPOSE	
	STEPS	
	SCOPE OF ARBITRATION DECISIONS	
	COMPENSATION COMPLAINTS	
	GRIEVANCE REPRESENTATION	
	REIMBURSEMENTS	
	MILEAGE REIMBURSEMENT	

<u>B.</u>	LICENSING AND CERTIFICATION FUND	38 3
<u>C.</u>	PROFESSIONAL ALLOWANCE EXPENDITURE PLAN	38 3
SECTION 18	OVERPAYMENTS AND UNDERPAYMENTS	39 <mark>3</mark>
SECTION 19	. PERFORMANCE EVALUATIONS	41 3
SECTION 20	. CONTINUING EDUCATION UNITS	41 3
SECTION 21	. SEARCH WARRANT ON-CALL STATUS/RIDE ALONG PARTICIPATION	41 3
SECTION 22	. CONTENTS AND DISCLOSURE OF PERSONAL HISTORY FILES	42 3
SECTION 23	. AMERICANS WITH DISABILITIES ACT (ADA)	44 3
SECTION 24	. EMPLOYEE RECOGNITION PROGRAM	44 3
SECTION 25	. CLOSURE OF COUNTY FACILITIES TO ACHIEVE COST REDUCTIONS	44 3
SECTION 26	. NO STRIKE/NO LOCKOUT	46 3
SECTION 27	. RENEWAL OF AGREEMENT	47 3
SECTION 28	CONFLICT OF INTEREST	47 3
SECTION 29	. FULL UNDERSTANDING	47 3
SECTION 30	. SEVERABILITY	47 3
APPENDIX A	\	49 3
APPENDIX E	3	51 3
APPENDIX (<u> </u>	53 3
)	
APPENDIX E		56 3

MEMORANDUM OF UNDERSTANDING IMPOSED TERMS AND CONDITIONS OF EMPLOYMENT

Unit #150 – Chauffeurs, Teamsters & Helpers

PREAMBLE

This **AGREEMENT**, hereinafter referred to as the Agreement, entered into by the **COUNTY OF SOLANO**, hereinafter referred to as the County, and **CHAUFFEURS**, **TEAMSTERS & HELPERS UNION**, **LOCAL #150**, hereinafter referred to as the Union, has as its purpose the promotion of harmonious labor relations between the County and the Union; establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of rates of pay, hours of work, and other conditions of employment.

The term "Agreement" as used herein means the written agreement provided under Section 3505.1 of the Government Code.

SECTION 1. <u>RECOGNITION</u>

A. The County recognizes the Union as the recognized employee organization for employees in the following unit:

Unit #1 - Attorneys

- **B.** The Union recognizes the Director of Human Resources or his/her designee as the County's designated representative for negotiations.
- C. As specified in Employer-Employee Relations Rules and Regulations, Article 4, Section 14, the County and the Union have entered into the process of meeting and conferring on salaries, employee benefits and other terms and conditions of employment in accordance with Section 3500 et seq., of the California Government Code. As a result of agreement being reached on December 28, 2007, and subsequent ratification by membership, the following are jointly recommended to the Board of Supervisors for the period commencing December 30, 2007 and terminating January 8, 2011.

SECTION 2. NO DISCRIMINATION

The parties mutually agree they will not discriminate against any employee because of race, color, creed, national origin, sex, age, or physical or mental impairment, or with respect to any employee's membership or non-membership in any employee organization or with respect to any lawful activity associated therewith which is within the scope of representation.

There shall be no discrimination against employees because of union activities with **Chauffeurs**, **Teamsters & Helpers Unions**, **Local #150**.

SECTION 3. <u>UNION SECURITY</u>

- A. Agency Shop The parties to this Memorandum of Understanding mutually understand and agree all employees subject to this agreement have the right to join or not join the Union. However, as a condition of continuing employment, employees must either join the Union or pay to the Union a service fee in lieu thereof. Such service fee shall be established by the Union and shall not exceed the standard initiation fee, periodic dues and general assessments of the Union for the duration of this Memorandum of Understanding.
- **B.** <u>Union Dues/Service Fees</u> Any employee hired by the County subject to this Memorandum of Understanding on or after the date of implementation of this agreement shall be provided, through the employee's department, with an authorization notice advising the employee that the County has entered into an Agency Shop agreement with the Union and that all employees subject to the Memorandum of Understanding must either join the Union, pay a service fee to the Union, or execute a written declaration claiming a religious exemption from this requirement. Such notice shall include a form for the employee's signature authorizing payroll deduction of Union dues or a service fee, or a charitable contribution equal to the service fee. Said employee shall have fifteen (15) working days following the initial date of employment to fully execute the authorization form of his/her choice and return said form to the Auditor's Office, Payroll Division.
 - 1. If the form is not completed properly and returned within fifteen (15) calendar days, the County Auditor shall commence and continue a payroll deduction of service fees from the regular biweekly pay warrants of such employee. The effective date of union dues, service fee, or a charitable contribution shall begin no later than the first full pay period after receipt of the authorization form.
 - 2. The employee's earnings must be sufficient after the other legal and required deductions are made to cover the amount of the dues or fees authorized. When an employee is in a non-pay status for an entire pay period, no withholding will be made to cover the pay period from future earnings. In the case of an employee who is in a non-pay status during only part of the pay period, and the salary is not sufficient to cover the full withholding, no deduction shall be made. In this connection, all other legal and required deductions (including health care deductions) have priority over union dues and service fees.
- C. <u>Religious Exemption</u> Any employee of the County subject to this Memorandum of Understanding who is a member of a bona fide religion, body or sect which has historically held conscientious objections to joining or financially supporting a public employee organization and which is recognized as such by the National Labor Relations Board, shall, upon presentation of verification of active membership in such religion,

body or sect be permitted to make a charitable contribution equal to the service fee in lieu of Union membership or service fee payment. Declarations of or applications for religious exemption and any other supporting documentation shall be forwarded to the appropriate local Union within fifteen (15) days of receipt by the County. The Union shall have fifteen (15) days after receipt of a request for religious exemption to challenge any exemption granted by the Director of Human Resources or his/her designee. If challenged, the deduction to the charity of the employee's choice shall commence but shall be held in escrow pending resolution of the challenge. Charitable contributions shall be by regular payroll deduction only.

- **D.** <u>Financial Reports</u> Chauffeurs, Teamsters & Helpers Unions, Local #150, shall submit copies of the financial report required pursuant to the Labor-Management Disclosure Act of 1959 to the County Administrator once annually.
 - 1. Copies of such reports shall be available to employees subject to the Agency Shop requirements of this agreement at the Office of the Union.
 - 2. Failure to file such a report within 100 days of the close of the Union's fiscal year shall result in the termination of all agency fee deductions, without jeopardy to the employee, until said report is filed.
- **E.** Payroll Deductions and Payover The County shall deduct Union dues or service fees from employee's pay in conformity with State and County regulations. The County shall promptly pay over to the designated payee all sums so deducted. The County shall also quarterly provide the Union with a list of all persons making charitable deductions pursuant to the religious exemption granted herein.

The County will also provide the Union with copies of signed dues deduction authorization forms and dues deduction withdrawal requests.

- **Hold Harmless** The Union shall indemnify, defend, and hold harmless the County, its officers, employees, and agents acting on its behalf from and against any and all losses, damages, costs, expenses, claims, demands, actions, suits, judgments and other forms of liability arising out of the application or enforcement of this Section. In no event shall the County be required to pay from its own funds Union dues, service fees or charitable contributions, which the employee was obligated to pay, but failed to pay, regardless of the reasons.
- G. Waiver of Election for Newly-Represented Employees and New Representation
 <u>Units</u> The accretion of classifications and/or employees to representation units set forth in this Memorandum of Understanding shall not require an election for the application of this Agency Shop provision to such classifications and/or employees. The recognition of newly-established bargaining units and the inclusion of same within this Memorandum of Understanding shall also not require an election for the application of this Agency Shop to such units.
- **H.** Dues deduction shall not be retroactive.

- **I.** The County will not deduct any Union's fines or penalties from the pay of any employee.
- Programming Fee The Union shall reimburse the County for actual, reasonable and necessary costs, if any occur, of programming in order to maintain this agreement. Such costs shall not exceed the Union's prorated share of such costs, to be determined by dividing the total number of each Union's represented employees subject to Agency Shop by the total number of County employees subject to Agency Shop and by multiplying this quotient times the total cost.
- **K.** <u>Unit Membership List</u> Management shall provide to the Union, within thirty (30) calendar days from the effective date of this Memorandum of Understanding and each quarter thereafter, an alphabetized list of employees subject to this Memorandum of Understanding.

SECTION 4. <u>UNION RIGHTS</u>

Release Time – Officers and authorized representatives of the Union who are County employees may utilize time during normal working hours without loss of pay or benefits, for meeting and conferring with County management on matters within the scope of representation. Subject to advanced scheduling with the appropriate department head, the number of County employees released for such meetings shall not exceed three (3) persons, except by mutual agreement between the Director of Human Resources and department head and the employee organization prior to the meeting. The use of official time for this purpose shall be reasonable in amount and shall not interfere with the performance of County services.

The authorized representatives of the Union shall be made known to the Director of Human Resources on a yearly basis and updated as changes occur.

- **B.** Work Access The authorized and designated representatives of the Union shall have access to the facilities of the Office of the District Attorney, Public Defender, or Conflict Public Defender during working hours for the purpose of assisting employees covered under the Memorandum of Understanding in the presenting of grievances, in investigating complaints about working conditions or in investigating matters arising out of the application of the provisions of this Memorandum of Understanding. Said representative shall request prior authorization for such visit by contacting the designated representative of the District Attorney, Public Defender, or Conflict Public Defender. In the event immediate access cannot be authorized, the designated representative shall inform the Union staff representative as to the time when access can be granted.
 - 1. The Union shall give to the Office of the District Attorney, Public Defender Conflict Public Defender and County Director of Human Resources a written list of its staff representtives and shall keep such list current.
 - 2. This Article shall not be construed as a limitation on the power of the District Attorney, Public Defender, Conflict Public Defender or his/her designee ot restrict access to areas designated as security or confidential.

- C. <u>Use of County Facilities</u> The Union may be granted the use of County facilities for meetings composed of representation unit employees provided such meetings are held outside regularly scheduled working hours for the employees and provided space can be made available without interfering with County needs. The Union shall obtain the permission of the County Administrator before using such facilities. Meeting places shall be left in an orderly manner upon completion of the meeting.
- D. <u>Bulletin Boards</u> Bulletin boards will be made available to the Union. No material, other than notices of meetings, social events, elections, appointments, and other official Union business and information, shall be posted on a bulletin board unless and until approved for posting by the designated management representative. All material shall be dated and signed by an authorized union representative responsible for its issuance. Posted material shall bear the identity of the Union, not be misleading or in violation of any law, neatly displayed, and removed when no longer timely. The County, through the Director of Human Resources, reserves the right to remove objectionable materials after consultation with the Union.
- **E.** <u>New Employee Information</u> Union representative and one employee Union representative may make a presentation to each new employee.

SECTION 5. <u>MANAGEMENT RIGHTS</u>

The County retains the management rights as set forth under Article 2, Section 3 (a) of the Solano County Employer-Employee Relations Rules and Regulations subject to the terms and conditions as set forth in this Memorandum of Understanding.

SECTION 6. <u>PROBATION PERIOD</u>

- 1. All new or re-employed employees in full-time regular positions shall serve a probationary period of twenty-six (26) full pay periods from the date of appointment ending with the last day of the twenty-sixth (26th) full pay period.
- 2. All full-time employees who transfer from one department to another shall serve a probationary period of thirteen (13) full pay periods from the date of transfer. In addition, all full-time employees who are promoted shall serve a probationary period of thirteen (13) full pay periods from the date of promotion ending with the last day of the thirteenth (13th) pay period.
- 3. All part-time employees shall serve and extended probation period beyond twenty-six (26) pay periods in proportion to the relationship their basic workweek bears to forty (40) hours.
- **4.** A probationary employee may be separated from the service at any time during the probation period without right of appeal or hearing unless the employee alleges that such

- separation was based upon discrimination. In such cases, the appeal and hearing shall be processed in accordance with Section 15 of this Memorandum of Understanding.
- 5. Notwithstanding any other provisions of this Section, an employee who has completed the probationary period following initial appointment, but fails to complete the probationary period for a position to which he/she has been promoted or transferred shall have the right of appeal in accordance with Section 15 of this Memorandum of Understanding.

SECTION 7. SALARY AND OTHER COMPENSATION

A. Salary Ranges

Salary for classifications represented by the Union are listed in Appendix "D" of this agreement.

B. Salary Increases Within Grade

- Salary increases within a grade shall be automatic <u>subject to an employee</u> remaining in good standing. For purposes of this section, good standing is defined as no discipline, current Performance Improvement Plan or failed Performance Improvement Plan since the last step increase.
- The merit increase eligibility dates for all employees hired into this unit on or after September 4, 2011 shall be the first day of the pay period following completion of 26 full pay periods.

After:	26 Pay Periods	26 Pay Periods	26 Pay Periods	26 Pay Periods
Salary Grade Steps:	<u>2</u>	<u>3</u>	4	<u>5</u>

1.3. Every employee in a regular position <u>hired before September 4, 2011</u> shall have a merit increase eligibility date which shall be the first day of the pay period following completion of the number of full pay periods of service indicated in the chart below.

After:	13 Pay Periods	13 Pay Periods	26 Pay Periods	39 Pay Periods
Salary Grade Steps:	2	3	4	5

If an employee begins employment on the first working day of a pay period, it shall be considered for purposes of this Section that such employment began on the first calendar day of that pay period. If the employee's first working day is after the first Monday (Tuesday, if Monday is a holiday) of the pay period, the employee's time will accrue from the first day of the next pay period for step increases and eligible fringe benefit accrual determinations.

The granting of any leave of absence without pay, other than military leave, exceeding seven (7) consecutive calendar days in a pay period shall cause the salary increase eligibility date to be deferred by an amount equal to the number of pay periods during which the employee was on the leave-of-absence without pay.

2.4. An employee in a regular part-time position shall be treated identically to the employee in the regular full-time position; except, that he/she shall be granted salary increases in the same proportion as the employee's hours of work relate to the hours of work of a regular full-time position.

C. Salary Upon Promotion

Any permanent, probationary or limited-term employee who is promoted to a position in a class with a higher salary grade shall receive the recruiting salary for the class or such higher amount as would constitute at least a one (1) step increase on the grade over the salary received prior to the promotion, not to exceed the top step of the new grade. The effective date of all promotions shall coincide with the first day of the pay period. All subsequent salary increases shall be governed by the provisions of Section 7.B., "Salary Increases Within Grade", of this MOU.

D. Longevity Compensation

- 1. All employees employed in regular or limited-term full-time positions, upon the completion of ten (10) years continuous full-time service, shall be entitled to a 2.5% increase in compensation; additionally, employees who complete twenty (20) years of continuous full-time service, shall be entitled to an additional 2.5% increase in compensation (a total of 5%) over the rate for the class in which employed.
- 2. All employees employed in regular or limited-term part-time positions, shall be entitled to longevity compensation in the same ratio to the longevity compensation received by employees in regular or limited-term full-time positions as the number of hours in the part-time work schedule is to the number of hours in the full-time work schedule.
- 3. Upon qualifying for longevity increase, any further pay increase shall be in addition thereto, and not restricted or reduced by reason of the longevity increase.

E. Pay For New Employees

Normally new employees shall be appointed at the recruiting step of the salary range in effect for the particular class or position to which the appointment is made. The department head/appointing authority may authorize that a particular position be filled at step one, two or three following guidelines issued by the Department of Human Resources. Requests for appointments at step four or five must be approved by the Director of Human Resources.

F. Professional Allowances

Each attorney in the classes of Deputy Public Defender and Deputy District Attorney will receive \$650.00 annually, payable at the rate of \$25.00 per pay period as a professional business allowance to cover costs of work related items including, but not limited to training (registration fees, lodging, etc.), reference materials or other professional expenses. Plans for expenditure of this allowance must be submitted to the appointing authority in accordance with Section 17.

SECTION 8. <u>PROMOTIONS WITHIN SERIES</u>

Employees assigned to the classifications of Deputy District Attorney I or Deputy Public Defender I may be promoted to the next class level in the series at the discretion of the department head after six (6) months to eighteen (18) months.

Employees assigned to the classifications of Deputy District Attorney or Deputy Public Defender II, III, IV may be promoted to the next class level in the series at the discretion of the department head after a minimum of twelve (12) months.

SECTION 9. LEAVES AND AUTHORIZED TIME OFF

A. Vacation

1. Accrual

a. Every employee in a full-time regular or limited-term position shall receive vacation benefits for each pay period of continuous service according to the following schedule:

Vacation Credit

Pay Periods of	Per Pay Period	Maximum Earnable
Continuous Service	of Continuous	Vacation Accrual
	Service	

0 through 78 pay periods	3.08 hours	160 hours
79 through 260 pay periods	4.62 hours	240 hours
Over 260 pay periods	6.16 hours	320 hours

Vacation accrual shall date from the first of the pay period following the pay period in which the employee commenced such continuous service. If such commencement date was the first working day of the pay period, vacation accrual shall start from such commencement date.

- b. Every employee in a part-time regular or limited-term position shall receive vacation benefits and maximum earnable vacation accrual in the same ratio to the vacation benefits received by an employee in a full-time regular or limited-term position with like pay periods of consecutive service, as the number of hours in the part-time work schedule is to the number of hours in the full-time work schedule.
- **c.** Absence without pay for more than sixteen (16) working hours in a pay period shall cause the pay period's service not to be counted toward earning vacation credit.
- **d.** Employees who are terminating their employment for reasons other than paid County retirement shall not use vacation leave as their termination date (e.g., requesting vacation leave to begin 3-7 and the actual termination date to be 3-13, etc.).
- e. Employees do not become eligible to take their earned vacation until they have completed thirteen (13) pay periods of continuous service. After completion of thirteen (13) pay periods of continuous service, employees then become eligible to take vacation as it is earned. Once an employee becomes eligible to take earned vacation, he/she may use this vacation as an extension of sick leave.
- Each department head shall be responsible for scheduling the vacations of his/her employees in such a manner as to achieve the most efficient functioning of the department and of the County service. No person shall be permitted to work for compensation for the County in any capacity during the time of his/her paid vacation from County Service.
- g. Any person separating from County service who has not taken his/her earned vacation, if any, shall receive the hourly equivalent of his/her salary for each hour of earned vacation, up to the end of the last full pay period worked, based on the pay rate in effect for each person on the last day actually worked. Such payment shall be to the nearest one tenth of an

hour. Employees terminating from County service prior to becoming eligible to take earned vacation shall be paid for earned (accrued) vacation. For purposes of this section, sick leave and compensatory time off with pay shall be counted as days worked. When separation is caused by death of an employee, payment shall be made to the beneficiary, if designated, or to the estate of such employee, or in applicable cases, as provided by Section 630 of the Probate Code.

h. A person receiving pay in lieu of unused vacation may not be re-employed by the County of Solano in any capacity until a number of working days equal to the number of days paid vacation has elapsed following the effective date of the separation. Nothing in this Section shall be interpreted as preventing a department head from filling a position vacated by separation immediately following the effective date of separation.

B. Sick Leave

- 1. An employee who enters the service of Solano County in a regular or limited-term position shall begin earning sick leave dating from the first of the pay period following the pay period in which the employee commenced such continuous service, unless such commencement date was the first working day of a pay period, in which case, the first day of sick leave accrual shall date from the first of the pay period in which the service began.
- 3.70 working hours sick leave with pay for each pay period of service; except that no employee shall earn sick leave credit during a pay period in which he/she is absent without authorization or in which he/she is absent without pay for more than sixteen (16) working hours. During the pay period in which a leave of absence without pay is granted for two (2) days or less, the employee shall accrue sick leave with pay in proportion to the relationship the time worked during that pay period bears to eighty hours. It shall be computed to the nearest hundredth of an hour.
- Sick leave may be applied to absence caused by illness or injury of an employee. Sick leave may be used for medical, dental or ocular appointments when absence during working hours for this purpose is authorized by the department head. In any instance involving use of a fraction of a day's sick leave, the amount charged to the employee's sick leave account shall be to the nearest one tenth of an hour. Each department head shall be responsible for the control of abuse of the sick leave privilege. The employee may be required to furnish a certificate issued by a licensed physician or nurse or other satisfactory evidence of illness to the appointing authority.
- 4. Every employee holding a regular or limited-term part-time position shall accrue sick leave with pay in proportion to the relationship his/her basic workweek bears to forty (40) hours. No such employee shall earn sick leave credit during a pay

period in which he/she is absent without pay more than fifteen percent (15%) of the regularly scheduled working hours for the position.

- 5. Not more than forty-eight (48) hours of sick leave annually may be granted to an employee for absence due to the care or attendance of ill or injured members of his/her immediate family.
- 6. Sick leave shall not be used in lieu of vacation, but vacation or compensatory time off may be used in lieu of sick leave, after accrued sick leave has been exhausted. Sick leave shall not be counted as time worked for purposes of overtime computation.
- 7. No County employee shall be entitled to sick leave while absent from duty on account of the following causes:
 - **a.** Disability arising from any sickness or injury purposely self inflicted or caused by willful misconduct of the employee.
 - **b.** Sickness or disability sustained while on leave-of-absence without pay.
 - **c.** Inability to work because of intemperance or "hangover".
 - **d.** Ordinary tiredness or restlessness.
- 8. Termination of an employee's continuous service, except by reason of temporary layoff for lack of work or funds, shall cancel all sick leave accrued to the time of such termination, regardless of whether or not such person subsequently re-enters the County service. No payment shall be made to any employee for unused sick leave accumulated to his/her credit at the time of termination of employment, except for reasons of regular or disability retirement, death, or release from County employment as a result of a permanent reduction in the number of authorized regular help positions.

Employees terminating employment for reasons of regular or disability retirement, by death or release from County employment as a result of a permanent reduction in the number of authorized regular help positions, shall be paid for their accumulated unused sick leave in the following manner:

Convert all to the retirement health savings.

The date of termination of employment shall be considered as the date certified by the department head as the last day worked, or the last day in an authorized leave without pay status, and shall not include the equivalent time involved in any overtime or vacation payoff made at the time of termination.

9. For the purposes of this Section, a member of the immediate family is construed to mean the mother, father, husband, wife, son, daughter, brother or sister of the employee.

10. Hospitalization of a member of the immediate family is a valid reason for sick leave under the following conditions:

A day's absence may be authorized for the employee to be at the hospital on the day of an operation, on the day of a birth of his child or in the event of a critical illness of a member of the immediate family. Absences for these reasons for more than one day may be authorized on sick leave only if a doctor provides a written statement that the employee's presence, away from work, is required.

- 11. Sick leave because of an employee's physical incapacity will not be approved when the injury or illness is directly traceable to employment other than the County or where the injury or illness is caused by the employee's serious and willful misconduct, as such terms are defined and interpreted under the Workers' Compensation and Safety Act.
- 12. The Auditor-Controller shall maintain sick leave records of all personnel. Each appointing authority, at the time of certifying a payroll to the Auditor-Controller for his/her department, shall report the absences of employees for approved sick leave during the pay period concerned.

C. Leave Contribution Program

The Leave Contribution Program assists employees who have exhausted accrued leave time due to a serious or catastrophic illness or injury or other circumstances. The Program allows other employees to donate time to the affected employee so that he/she can remain in a paid status for a longer period of time, thus partially ameliorating the financial impact of the illness, injury, condition or circumstance.

1. Eligibility

To be eligible for this benefit, the receiving employee must:

- **a.** Be a permanent full-time or permanent part-time employee who has passed his/her initial County probationary period.
- b. Have exhausted all accumulated leave including annual leave, sick leave (unless the leave involves the care of another and the six days of family sick leave have been used or involves other circumstances), administrative leave and/or compensatory time off.
- **c.** Be able to return to work for at least 30 days, and
- **d.** Have applied and received approval for a Leave of Absence Without Pay.

2. Benefits

Accrued vacation, compensatory time off, and/or Administrative Leave hours

donated by other employees will be converted to sick leave and credited to the receiving employee's sick leave time balance on an hour-for-hour basis and shall be paid at the rate of pay of the receiving employee. For as long as the receiving employee remains in a paid status, seniority, and all other benefits will continue, with the exception of sick leave and vacation accrual. The total leave credits received by an employee will not normally exceed three months. However, if approved by the Department Head and the Director of Human Resources, the total leave credits may be extended on a case by case basis.

If the leave is for reasons other than the employee's own illness or injury the donated leave will be converted to vacation and credited to the employee's vacation accrual on an hour-for-hour basis.

3. Guidelines for Donating Leave Credits to the Program

- **a.** Accrued vacation and compensatory time off, and/or Administrative Leave hours may be donated by any permanent full or permanent part-time employee who has completed his/her initial County probationary period.
- **b.** Time donated will be converted from vacation, CTO, or Administrative Leave hours to sick leave hours and credited to the receiving employee's sick leave balance on an hour-for-hour basis and shall be paid at the rate of the receiving employee. For employees who are using leave, for circumstances other than their own injury or illness, the donated hours will be converted to vacation.
- **c.** The total amount of time donated to one employee by another employee shall not exceed forty (40) hours.
- **d.** Initial leave time donations must be a minimum of eight (8) hours and thereafter, in four hour increments. An employee cannot donate leave hours which would reduce his/her vacation balance to less than 40 hours.
- e. The use of donated leave hours will be in consecutive one shift increments (i.e. 8 hours for a full time employee working five eight hour days/week).
- **f.** While an employee is on leave using donated leave hours, no vacation or sick leave hours will accrue.
- g. Under all circumstances, time donations made by the employee are forfeited once made. In the event that the receiving employee does not use all transferred leave for the catastrophic illness/injury, any balance will remain with that employee until that employee's separation from County service.
- **h.** Payment for unused sick leave at the time of termination of employment, shall be in accordance with Section 3 (J) SICK LEAVE, of the Personnel and Salary Resolution.
- i. In accordance with Internal Revenue Service Ruling 90-29, leave transferred for medical reasons will not be considered wages for the employees who surrenders the leave and will therefore not be included in gross income or subject to withholding. An employee who donates leave

Imposed Terms and Conditions of Employment - September 4, 2011

incurs no deductible expense or loss either upon the donation or use by the recipient.

The tax impact of leave donation for other reasons is unknown at this time.

D. Maternity Leave

Sick leave may be used during pregnancy when the employee's physician has certified that, due to her pregnancy, she is no longer able to perform the duties of her position. Sick leave may be used after the birth of the baby if the employee's physician certifies that the employee is not yet able to perform the duties of her position. Employees who have been cleared to return to work by their physicians after pregnancy, but who wish to delay their return to work may request use of vacation, comp time or a leave without pay following normal departmental procedures. An employee may use any accrued paid leave time or leave without pay for up to four (4) months in connection with the birth of a child. However, sick leave is only available if there is a medical reason for the employee's continued absence from work.

E. Family And Medical Leave

The County recognizes its obligations to employees who must meet the eligibility requirements of the Federal Family and Medical Leave Act and the California Family Rights Act.

F. Bereavement Leave

- 1. Employees shall be entitled to a bereavement leave, not chargeable to vacation or sick leave in the event of the death of one of the following members of the employee's family: natural, step, adoptive parents and grandparents of the employee; natural, step, adopted children and grandchildren of the employee; natural and step brothers and sisters of the employee; present spouse of the employee; natural parents and grandparents of the employee's spouse; grandchildren of the employee's spouse; natural brothers and sisters of the employee's spouse; present spouses of the employee's natural brothers and sisters.
- 2. For regular full-time employees, such leave shall be a maximum of forty (40) hours within seven (7) consecutive calendar days, whether services are within the State or outside the State of California. Part-time employees will be prorated in relation to their percent of employment to fifty (50) percent of the full-time benefit. Employees desiring more time off under these circumstances may request vacation or other appropriate leaves, which may or may not be granted at the sole discretion of the department head.

G. Leave of Absence Without Pay

1. A leave of absence may be granted only to an employee having a satisfactory

- record. Department heads may authorize a leave of absence without pay for a permanent or probationary employee for a period of time not to exceed thirty (30) calendar days. Successive leaves may not be granted by department heads.
- 2. Any permanent or probationary employee may be granted a leave of absence without pay in excess of thirty (30) calendar days upon his/her written request and the recommendation of his/her department head to the Director of Human Resources and only upon the exhaustion of all other appropriate leave balances. Requests for leave of absence without pay shall be made upon forms prescribed by the Director of Human Resources and shall state specifically the reasons for the requests, the date when it is desired to begin the leave and the probable date of return. The request shall normally be initiated by the employee, but may be initiated by his/her department head. The department head shall indicate on the request form his/her recommendation as to whether the request should be granted, modified or denied and shall promptly transmit the request to the Director of Human Resources.
- 3. A leave of absence without pay either approved by the department head or approved by the department head and the Director of Human Resources, shall be transmitted by the Director of Human Resources to the Auditor-Controller for appropriate action.
- 4. A leave of absence without pay may be for a period not to exceed one (1) year. Such leave may be extended for an additional year, provided the request for the extension, processed as the original request, is made at least ten (10) days prior to the end of the original leave. The Director of Human Resources shall be promptly notified at the return of any employee from a leave of absence without pay.
- **5.** Benefits shall not accrue while an employee is on leave of absence without pay.
- 6. Immediately prior to or at the time of return from leave of absence to active duty the employee may be required by his/her department head to submit a statement from his/her physician certifying as to his/her physical and/or mental ability to resume the duties of his/her position.
- 7. Whenever an employee has been granted a leave of absence without pay and desires to return before expiration of such leave, the department head may require that reasonable notice not in excess of fifteen (15) calendar days be given.
- **8.** A leave of absence may be revoked by the County upon evidence submitted by the department head that the cause for granting leave was misrepresented or has ceased to exist.
- 9. Failure to return at the expiration of a leave of absence or being absent without leave may be considered as an automatic resignation. Such a resignation may be rescinded by the department head if the employee presents satisfactory reasons for

his/her absence within three (3) days of the date his/her automatic resignation became effective. Any disputes arising under this Section shall be subject to the grievance procedure.

- **10.** A leave of absence without pay may be granted for any of the following reasons:
 - **a.** Illness or disability
 - **b.** Pregnancy or the birth or adoption of a child
 - **c.** To take a course of study which will increase the employee's usefulness on return to his/her position.
 - **d.** For other reasons acceptable to the department head and/or the Director of Human Resources.

H. Military Leave of Absence

A request for military leave of absence shall be made upon forms prescribed by the Director of Human Resources, shall include a copy of the employee's military orders, and shall include the date such military leave is to begin and the probable date of return. All employees shall be entitled to military leave of absence and compensation as provided in Section 395-395.02 of the Military and Veterans' Code of the State of California.

I. Jury Duty

Any permanent or probationary employee ordered to appear as a witness in court other than as a litigant, to serve on a jury or to respond to an official order from another governmental jurisdiction for reasons not brought about through the connivance or misconduct of the employee shall be entitled to his/her regular County pay provided the employee deposits their fees for such services, exclusive of mileage, with the County Treasurer within thirty (30) calendar days after their excused absence for such duty. Requests for Jury Duty leave should be made by presenting the official court summons to the employee's immediate supervisor as soon as possible after receipt.

J. <u>Attorney Time Off</u>

Only permanent and limited-term employees in the Deputy District Attorney and Deputy Public Defender and Child Support Attorney series shall receive an Attorney Time Off benefit. This will be in lieu of any payment or compensatory time off for work performed in excess of 40 hours per week. Forty-eight (48) hours of Attorney Time Off shall be granted annually to the above referenced employees effective July 1st of each fiscal year. An employee in an eligible position shall qualify for up to forty-eight (48) sixty-four (64) hours of Attorney Time Off upon employment in that position.

Use of Attorney Time Off is subject to the approval of the department head. Attorney Time Off may be taken in increments of not less than one (1) hour. In the event it is the department head's determination that an employee covered by this provision has worked

and extraordinary number of hours over the forty (40) hour workweek, the department head may approve additional informal Attorney Time Off for that employee.

Part-time employees are eligible for this benefit on a pro-rata basis; i.e., a half-time eligible employee shall receive 24 hours of Attorney Time Off.

Restrictions Regarding the Use of Attorney Time Off

- 1. Subject to advance approval by the department head, Attorney Time Off may be taken at any time during the fiscal year, but must be taken within the fiscal year in which it is given. Attorney Time Off may be used as sick leave, but only after all accrued sick leave has been exhausted.
- 2. No person shall be permitted to work for compensation for the County in any capacity while on paid Attorney Time Off.
- 3. No eligible employee shall carry over Attorney Time Off from one fiscal year to another. Any eligible employee who separates from County employment shall not receive any compensation for any unused Attorney Time Off.
- 4. A department head may require employees covered in this Section to work beyond the official forty (40) hour workweek. Attorney Time Off will constitute full compensation for such work.

SECTION 10. HOLIDAYS

A. Eligibility

- 1. Only permanent, probationary, and limited-term employees shall be eligible for paid holidays.
- 2. A new employee, whose first working day is the day after a paid holiday, shall not be paid for that holiday.
- 3. An employee who is terminating his/her employment for reasons other than paid County retirement and whose last day as a paid employee is the day before a holiday shall not be paid for that holiday.
- 4. An employee who is terminating his/her employment for reasons other than paid County retirement may not use annual leave, sick leave or comp time on the day after a holiday if the employee's last actual working day falls before the holiday. A holiday or floating holiday shall not be used as the date of termination (e.g., January 1st) in order to be paid for that day.
- 5. An employee who is on leave of absence without pay in such a way that he or she is not authorized any pay for both the regularly scheduled working day before the

holiday and the regularly scheduled working day after the holiday shall not be paid for that holiday.

- 6. A part-time employee shall receive those paid holidays on the same basis as this or her hours worked related to forty (40) hours, regardless of work schedule.
- 7. When a paid holiday falls on a Saturday, the preceding Friday is a paid holiday. When a paid holiday falls on a Sunday, the Monday following is a paid holiday.

B. Holidays

1. Fixed Paid Holidays Include:

January 1st – New year's Day

The third Monday in January – Martin Luther King's Birthday

February 12th – Lincoln's Birthday

The third Monday in February –Washington's Birthday

The last Monday in May – Memorial Day

July 4th – Independence Day

The first Monday in September – Labor Day

The second Monday in October - Columbus Day

November 11th – Veterans' Day

Thanksgiving Day – Traditional as designated by the President or Governor

Friday – the day after Thanksgiving Day

December 25th – Christmas Day

2. Other Paid Holidays Include:

The last working day before Christmas Day or the last working day before New Year's Day. (County offices shall remain open for business on both days.) With approval by the employee's supervisor, the holiday may be taken any time during the week between Christmas Eve and New Year's Eve the end of the first full pay period in January of the new year. Special or limited holidays appointed by the President or Governor.

Such other days in lieu of holidays as the Board of Supervisors may determine.

- **a.** Such other days in lieu of holidays as the Board of Supervisors may determine.
- **b.** Special or limited holidays appointed by the President or the Governor.
- **a.** Section 2c below Floating Holidays: will be deleted effective December 31, 2011.
- b.c. Floating Holidays annually in accordance with following:

- 1) Two (2) Floating Holidays annually on January 1st of each succeeding year. (the conditions listed below must be met in order to qualify for Floating Holidays.)
 - a) Only those employees who have either successfully completed their initial County probationary period, or 26 full pay periods of continuous service, whichever is less, are eligible to receive these Floating Holidays.
 - i. Employees who successfully completed their initial probationary period between January 1st and June 30th of any given year shall receive one (1) Floating Holiday effective July 1st of that year.
 - ii. Employees who successfully complete their initial probationary period between July 1st and December 31st of any given year shall not receive any Floating Holidays for that year, but shall receive two (2) Floating Holidays effective January 1st of the succeeding year.
 - b) Subject to advance approval by the department, these holidays may be taken at any time during the calendar year, but must be taken within the calendar year in which they are given. Floating Holidays are to be taken eight (8) hours at a time and are not to be utilized on a partial basis. Part-time employees shall receive Floating Holidays in proportion to the relationship their basic workweek bears to forty (40) hours.
 - c) Any eligible employee separating from County sevice who has not taken that calendar year's Floating Holidays shall receive payment for such holidays at the rate at which the employee is currently employed.

SECTION 11. RETIREMENT PLAN

A. Plan and Benefits

1. Eligible employees in Unit #1 are covered under the County's contract with the California Public Employees Retirement System (CalPERS), 2.7%@55

Miscellaneous retirement benefit. The cost of this benefit as established by CalPERS (\$75,036,452) is the responsibility of the employees. The County will agree to allow the employees to pay for this plan enhancement in the form of a payroll deduction made from the paycheck of each employee in the unit, with the cost amortized over the next twenty (20) years or until the cost of this benefit has

been fully recovered. Each year the County will calculate the amount due for twenty-six (26) pay periods based on the formula outlined in the agreed upon Side Letter between the County and all Miscellaneous Unions dated September 10, 2002. The Side Letter agreement and formula used is contained in Appendix "B" of this MOU.

- 2. The County's contract with CalPERS provides credit for unused sick leave, as provided for in Government Code Section 20862.8.
- 3. The County's contract with CalPERS will be amended to provide the 2% @ 60

 Miscellaneous Retirement benefit using the highest 36 months compensation for retirement, to all eligible future bargaining unit employees.
- 2.4. This provision will become effective upon the agreement of all other employee organizations who represent employees who participate in the current 2.7% @55 retirement formula.

B. Employer "Pick-Up": Internal Revenue Code 414(h)(2)

The purpose of this Article is to implement the provisions contained in Section 414(h)(2) of the Internal Revenue Code concerning the tax treatment of employee retirement contributions paid by the County of Solano on behalf of employees in the bargaining unit. Pursuant to Section 414(h)(2) contributions to a pension plan, although designated under the plan as employee contributions, when paid by the employer in lieu of contributions by the employee, under circumstances in which the employee does not have the option of choosing to receive the contributed amounts directly instead of having them paid by the employer, may be excluded from the gross income of the employee until these amounts are distributed or made available to the employee.

Implementation of Section 414(h)(2) is accomplished through a reduction in wages pursuant to the provisions of this Article.

- **Definitions** Unless the context otherwise requires, the definitions in this Article govern the construction of this Article.
 - **a.** "Employees" The term "employees" shall mean those employees of the County of Solano in Bargaining Unit #1, who make employee contributions to the PERS retirement system.
 - **b.** "Employee Contributions." The term "employee contributions" shall mean those contributions to the PERS retirement system, which are deducted from the salary of employees and credited to individual employees' accounts.
 - **c.** "Employer" The term "employer" shall mean the County of Solano.
 - **d.** "Gross Income" The term "gross income" shall mean the total compensation paid to employees in Bargaining Unit #1, by the County of

Solano as defined in the Internal Revenue Code and rules and regulations established by the Internal Revenue Service.

- **e.** "Retirement System" The term "retirement system" shall mean the PERS retirement system as made applicable to the County of Solano under the provisions of the Public Employees' Retirement Law (California Government Code Section 20000, et. seq.).
- **f.** "Wages" The term "wages" shall mean the compensation prescribed in this Agreement.

2. Pick up of Employee Contributions

- a. Pursuant of the provision of this Agreement, the employer shall make employee contribution on behalf of employees, and such contributions shall be treated as employer contributions in determining tax treatment under the Internal Revenue code of the United States. Such contributions are being made by the employer in lieu of employee contributions.
- **b.** Employee contributions made under Paragraph A of this Article shall be paid from the source of funds as used in paying the wages to affected employees.
- **c.** Employee contributions made by the employer under Paragraph A of this Article shall be treated for all purposes other than taxation in the same manner and to the same extent as employee contributions made prior to the effective date of this Agreement.
- d. "The employee does not have the option to receive the employer contributed amounts paid pursuant to this agreement directly instead of having them paid to the retirement system."

3. Wage Adjustment

Notwithstanding any provisions in the agreement to the contrary, the wages of employees shall be reduced by the amount of employee contributions made by the employer pursuant to the provisions hereof.

4. <u>Limitations to Operability</u>

This Article shall be operative only as long as the County of Solano pick up of employee retirement contributions continues to be excludable from gross income of the employee under the provisions of the Internal Revenue Code.

5. Future County pick up of retirement payments may be implemented in lieu of employee salary increases.

C. Payment of Employees' PERS Contributions Payment

The County agrees to pay three percent (3%) of the eight percent (8%) of the employees' normal retirement contribution (following normal PERS accounting procedures) to PERS employees pay the full cost of the employee share of PERS contributions.

D. Retiree Health Insurance Bank

The County has established a voluntary retiree health insurance bank based on the cash conversion of each employee's accrued unused sick leave based upon current pay out rules and in accordance with the provisions of the County's Retirement Health Savings Plan. This bank may be used for payment of an employee's monthly health insurance costs following retirement.

SECTION 12. <u>DEFERRED COMPENSATION</u>

A Deferred Compensation Program as established by the Board of Supervisors is available to employees employed in regular or limited-term positions. To encourage County employee participation in the deferred compensation program, the County will contribute a dollar for dollar match up to a maximum of \$5 a pay period to the deferred compensation account of any County employee who is actively enrolled in the deferred compensation program. This provision shall take effect three (3) pay periods following ratification by the Board of Supervisors.

SECTION 13. <u>INSURANCE PLANS</u>

A. Eligibility

Medical, Dental, Vision and Life Insurance plans are available to all employees employed in regular or limited-term positions.

- 1. All regular or limited-term employees are eligible for coverage as follows:
 - **a.** Medical and Hospitalization is available for the employee and eligible dependents on the first day of the month following the employee's date of employment.
 - **b.** Vision Insurance is available for the employee and eligible dependents beginning on the first day of the month following the employee's completion three (3) full months of continuous service with the County (See 2. below).

Effective April 1, 2008, the County will offer an additional vision plan for employee buy-up that will increase the frequency of coverage for lenses/contacts, and frames, and eliminate the co-payment for materials.

c. Dental Insurance is available for the employee and eligible dependents beginning the first day of the month following six (6) months of continuous service with the County.

Effective April 1, 2008, the County's Delta Dental plan will be enhanced to reduce co-payments for in-network PPO providers, allow up to \$1,000 of orthodontic coverage, and increase the annual maximum to \$1,250.

d. Life Insurance for the employee only is available to employees beginning on the first day of the month following six (6) months of continuous service with the County.

The County will enhance the life insurance benefit for employees, to provide for a benefit of one (1) times annual salary, up to a maximum of \$50,000.

Effective May 1, 2008, employees may purchase supplemental Life Insurance of an additional one (1), two (2), or three (3) times their base annual salary to a combined maximum of \$500,000.

- 2. Part-time employees shall serve an extended eligibility period in proportion to the relationship their basic workweek bears to forty (40) hours.
- **3.** Continuation (COBRA) coverage will be available in accordance with applicable law.

B. Internal Revenue Code Sections 125 and 129

Section 125 is available to redirect employee's salary to pay employee insurance premiums with "pretax" instead of "after tax" dollars and Internal Revenue Code, Section 129 to allow employee's dependent care expenses to be paid with pre-tax dollars. The County pays all administrative costs.

SECTION 14. WORKERS' COMPENSATION, STATE DISABILITY INSURANCE AND TEMPORARY LIGHT DUTY ASSIGNMENT FOR INJURED EMPLOYEES

- **A.** In accordance with the California Labor Code, the County provides all statutory workers' compensation benefits for County employees who sustain work-related injuries or illnesses. Pursuant to Labor Code § 3700 et seq., the County is self-insured for workers' compensation at no cost to the employee.
- **B.** In lieu of the statutory three (3) day waiting period for temporary disability payments pursuant to Labor Code § 4652, whenever an employee is compelled by direction of a physician to be absent from duty due to an injury or illness determined to be work-related by the County, the employee shall receive full compensation for his/her scheduled work

- days and paid holidays falling during the first three (3) days of such absence. Thereafter, accrued leave shall be integrated with workers' compensation temporary disability benefits pursuant to Section K, below.
- C. In the event that the County is unable to determine if the injury or illness is work-related, the employee shall use sick leave and upon exhaustion of sick leave may utilize any other accumulated leave benefits. Once the injury or illness is determined to be work-related, leave benefits will be restored in accordance with Section B, above. Thereafter, accrued leave shall be integrated with workers' compensation temporary disability benefits pursuant to Section K, below.
- **D.** In the event of a disability which is non-industrial or where industrial causation has yet to be determined, employees shall make timely application for State Disability Insurance temporary disability benefits.
- **E.** The County will continue to pay the employer share of the monthly premium for medical, vision, dental and life insurance coverage on behalf of a qualified regular full or part-time employee who is receiving Workers' Compensation for a maximum of twelve (12) months.
- **F.** The County will continue to pay the employer share of the monthly premium for medical, vision, dental and life insurance coverage on behalf of a qualified regular full or part time employee who is receiving State Disability Insurance for the period of time that he/she has leave accruals to integrate or the period of time he/she is on approved FMLA leave, whichever is longer.
- **G.** Sick and annual leave shall accrue during any pay period in which the employee is eligible to receive Workers' Compensation temporary benefits.
- H. Employees receiving State Disability Benefits will not accrue sick or annual leave during any pay period in which the employee does not have sufficient leave accruals to fully integrate such leave accruals to achieve 100% integration. In the case of an employee who is working less than his/her position allocation while collecting State Disability Benefits, the employee will earn pro-rated accruals based on actual hours worked.
- **I.** Sick leave may be used for any medical appointments due to a work-related injury or illness.
- J. Service credit as provided in this Memorandum of Understanding toward longevity compensation, seniority, and step increase eligibility shall not be affected by any pay period during which an employee received both County paid leave and temporary disability benefits from either Workers' Compensation.
- **K.** Workers' Compensation temporary disability and State Disability Insurance temporary disability benefits shall be integrated with accrued County leave as follows:
 - 1. Employees must promptly inform departmental payroll clerks of their workers' compensation temporarily disability or State Disability Insurance temporary

- disability benefit amount and provide documentation of receipt for which he/she is eligible.
- 2. Employees must promptly inform departmental payroll clerks of their State Disability benefit amount and provide documentation of receipt for which he/she is eligible. State disability integration is not retroactive beyond one pay period.
- 3. Employees' pay, including leave accruals and workers' compensation temporary disability or State Disability Insurance temporary disability benefits shall not exceed the employee's regular gross pay. Gross pay is made up of regular base pay, bi-lingual differential, and longevity compensation as applicable. Upon exhaustion of sick leave, other accumulated leave will be integrated with the weekly workers' compensation temporary disability or State Disability Insurance temporary disability benefits, at the employees' discretion.

L. <u>Temporary Light Duty Assignments For Injured Employees</u>

- 1. If an assignment exists which the department head, in conjunction with the Director of Human Resources, deems may be filled on a temporary basis, first consideration shall be given to those industrially disabled employees within the department.
 - **a.** Whose authorized treating physician has indicated in writing that the employee is able to perform the duties of the temporary assignment and;
 - **b.** Who has the capability and qualifications to perform the temporary assignment.
- 2. The remuneration will be the employee's regular salary.
- 3. The employee's department head will determine the assignment and its duration, but the employee shall return to his/her normal job as soon as released by his/her treating physician or is no longer temporarily disabled. Light duty is available for a maximum of eighteen (18) weeks.
- 4. If there is more than one industrially disabled employee eligible for a light duty assignment, first consideration shall be given to the employee with the most pertinent qualifications, skills, and abilities who has been of work the longest period of time without pay.
- **5.** After industrially injured employees have been considered, non-industrial disabled employees will be given a second consideration on the same basis as provided above.

SECTION 15. DISMISSAL, SUSPENSION OR DEMOTION FOR CAUSE

The appointing authority may dismiss, suspend, demote, or reduce in salary for disciplinary reasons any employee; provided the rules and regulations of the Civil Service Commission are followed.

A. Procedure

The appointing authority proposing that disciplinary action be taken, shall provide the employee with written notice of the proposed action. The written notice shall include:

- 1. A description of the proposed action to be taken and the effective date or dates of the proposed action (at least seven (7) calendar days after the notice is received by the employee);
- 2. A clear and concise statement of the reasons for the proposed action;
- **3.** A statement that a copy of the materials upon which the action is based are attached or available for inspection by the employee or by the employee's representative;
- 4. A statement advising the employee of the right to respond to the charges either verbally or in writing to the appointing authority proposing the action prior to its effective date, including the time within which such response must be made (at least seven (7) calendar days from the date of service of the written order). Failure of the employee to make a written or oral response will constitute waiver of the right to respond.

If the employee elects to respond in person, a meeting shall be scheduled with the department head or his/her designee at which the employee shall be given the opportunity to respond to the proposed action. The employee shall be entitled to be represented by the person of his/her choosing at the meeting. The appointing authority may amend modify or revoke any or all of the charges contained in the written order.

B. <u>Appeal Process</u>

Any employee may file a grievance in response to dismissal, suspension, demotion or reduction in salary in accordance with Section 15 of this Memorandum of Understanding. No grievance involving dismissal, suspension, demotion or reduction in salary of an employee will be entertained unless it is filed in writing with the Director of Human Resources within ten (10) calendar days of the time at which the affected employee was notified of such action. A copy of all proposed discipline and/or disciplinary actions will be provided to the Union.

SECTION 16. GRIEVANCE PROCEDURE

A. <u>Definition</u>

A grievance is any dispute, which involves the interpretation or application of any provisions of this Memorandum of Understanding excluding, however, those provisions of this Memorandum of Understanding, which specifically provide that, the decision of any County official shall be final, the interpretation, or application of those provisions not being subject to the grievance procedure. Grievances must be filed within fifteen (15) calendar days of the incident or occurrence about which the employee claims to have a grievance.

B. Purpose

The purposes of this procedure are:

- 1. To resolve grievance disputes informally at the lowest possible level;
- 2. To provide an orderly and prompt procedure for resolving disputes which arise regarding the interpretation of the Memorandum of Understanding;
- 3. To encourage communication between employees, the union, and the County representatives;
- 4. To determine and correct, if possible, the causes of grievance disputes.

C. Steps

1. <u>Step 1. Informal Discussion</u>

Any employee who believes that he/she has a grievance shall discuss his/her complaint with his/her immediate supervisor in an effort to resolve the grievance informally. The immediate supervisor shall have ten (10) calendar days from the date of the informal discussion to verbally respond to the employee.

2. Step 2. Department Head and/or the Designated Representative

The employee has ten (10) calendar days from the management official's verbal response if it does not resolve the grievance, or ten (10) calendar days from the date of the informal discussion with the management official, whichever comes later, to file the grievance in writing with the department head or his/her designee. The department head or his/her designated representative will meet with the grievant and his/her Union representative and shall provide a written response to the grievance within twenty-one (21) calendar days of having received it.

If the grievance is not resolved within the department the employee or the union shall have the right to appeal the grievance to the Human Resources Department Director, in writing, within fifteen (15) calendar days of the response made at Step 2. Notwithstanding this procedure, all complaints involving or concerning the payment of compensation shall be in writing to the Director of Human

resources or his/her designee with a copy to the department head. A grievance shall be initiated in writing on the Solano County Grievance Form. Procedures hereinafter specified may be invoked, provided however, that all complaints involving or concerning the payment of compensation shall be in writing to the

Director of Human Resources with a copy to the department head.

3. Step 3. Director of Human Resources

Any employee or any official of the Union may notify the Human Resources Director or his/her designee in writing that a grievance exists, stating the particulars of the grievance and the nature of the determination desired within ten (10) working days from the decision of the appropriate management official in Step 2. The Human Resources Director or his/her designee shall have twenty-one (21) calendar days in which to investigate the issues, meet with the complainant and attempt to reach a satisfactory resolution of the problem. No grievance may be processed under step 4 or 5 below, which has not first been filed and investigated in accordance with Step 3.

4. Step 4. Adjustment Board

If the parties are unable to reach a mutually satisfactory accord on any grievance, which arises and is presented during the term of this Memorandum of Understanding, the moving party shall have twenty one (21) calendar days to request in writing that the grievant grievance be scheduled for an Adjustment Board.

The Adjustment Board will be convened within ninety (90) calendar days of receipt of the timely request for an Adjustment Board. The Adjustment Board shall be comprised of a mediator from the State Mediation Service, one (1) Union representative and one (1) representative of the County.

The mediator shall be selected by mutual agreement from the State Conciliation Service.

The recommendation of the Adjustment Board shall be advisory only.

The Adjustment Board shall not issue any public statement of fact or opinion on the matter in question.

The Adjustment Board's recommendation shall neither be made public nor be introduced into any other grievance level by the other party.

Either party may appeal the recommendation of the Adjustment Board to arbitration.

5. Step 5. Arbitration

If the grievance is not resolved at Step 4, either the Union or the County may require that the grievance be referred to an impartial arbitrator who shall be designated by mutual agreement between the Union and the Director of Human Resources or his/her designee.

In the event the parties are unable to agree on an arbitrator, the parties shall solicit from the State of Californa Mediation/Concilation Service a list of seven (7) arbitrators.

After the receipt of the list, the parties shall alternatively strike arbitrator's names from the list until one (1) arbitrator's name remains.

The fees and expenses of the arbitrator and of a Court Reporter shall be shared equally by the Union and the County. Each party, however, shall bear the cost of its own presentation, including preparation and post hearing briefs, if any. The request for arbitration shall be made in writing within twenty one (21) calendar days following recommendation of the Adjustment Board.

D. Scope of Arbitration Decisions

- 1. Decisions of arbitrators on matters properly before them shall be final and binding on the parties hereto.
- 2. No arbitrator shall entertain, hear, decide or make recommendations on any dispute unless such dispute involves a position in a unit represented by the Union which has been certified as the recognized employee organization for such unit unless such dispute falls within the definition of a grievance as set forth in Section 15.A.
- 3. Proposals to add to or change this Memorandum of Understanding or written agreements or addenda supplementary hereto shall not be arbitrable and no proposal to modify, amend, or terminate this Memorandum of Understanding, nor any matter or subject arising out of or in connection with such proposal, may be referred to arbitration under this Section. No arbitrator shall have the power to amend or modify this Memorandum of Understanding or written agreements or addenda supplementary hereto or to establish any new terms or conditions of employment.

E. <u>Compensation Complaints</u>

1. All complaints involving or concerning the payment of compensation shall be initially filed in writing with the Human Resources Director. Only complaints which allege that employees are not being compensated in accordance with the provisions of this Memorandum of Understanding shall be considered as grievances. Any other matters of compensation are to be resolved in the meeting and conferring process and if not detailed in the Memorandum of Understanding

which results from such meeting and conferring process shall be deemed withdrawn until the meeting and conferring process is next opened for such discussion. No adjustment shall be retroactive for more than sixty (60) days from the date upon which the complaint was filed.

2. No change in this Memorandum of Understanding or interpretations thereof (except interpretations resulting from arbitration proceedings hereunder) will be recognized unless agreed to by the Director of Human Resources or his/her designee and the Union.

F. <u>Grievance Representation</u>

The Union may designate a reasonable number of employee grievance representatives and shall provide the Director of Human Resources with a written list of employees who have been so designated. The Union will update such list as needed.

A grievance representative, if requested by the employee, may represent the employee in the presenting of a grievance at any level of the grievance procedure. The grievant and/or the representative may have up to four (4) hours per pay period release time without loss of pay during working hours for this purpose. If a grievance representative must leave his/her work to represent a grievant, he/she shall first obtain permission from his/her supervisor on a form provided for such purpose.

SECTION 17. <u>REIMBURSEMENTS</u>

A. Business Expense Allowance

- 1. Reimbursement for business expenses, which are not reimbursed by other County funding, shall be made in accordance with the following:
- a. Employees incumbent in classes in the Deputy Public Defender and Deputy District Attorney series designated by the Director of Human Resources, shall be reimbursed of actual out-of-pocket payments up to \$10.00 in any month for business meals, and/or for other authorized expenses, including business meals, an aggregate total of \$120.00 for the fiscal year.
- 2. For the purposes of this Section, business meals are defined as those for which the primary purpose is the conduct of County business. Such expense may include the cost of meals for others when costs are incurred in the conduct of County business. Authorized expenses other than business meals shall be limited to professional organizations, education expenses exceeding the County tuition reimbursement allowance amounts, professional publication subscriptions and related expenses approved by the appointing authority.
- 3. Each department head will be responsible for the control of the Business Expense Allowance.

- 4. Claims for reimbursement shall be made in accordance with procedures prescribed by the Auditor Controller.
- 5. Any employee incumbent in an eligible position described above for less than a full fiscal year shall be eligible to receive an aggregate total reimbursement for expenses of \$10.00 times the number of full calendar months the employee was an incumbent in that position.
- Failure of an employee to continue in County service through resignation or discharge will result in the forfeiture of any allowance received in excess of the amount to which the employee is entitled under Subsection 1, above. In such situations, the Auditor Controller is authorized to make a deduction from the employee's final payroll warrant for the appropriate amount over claimed.

B. A. Mileage Reimbursement

Employees who are authorized and use personal automobiles, vans or trucks on official County business shall be eligible for reimbursement for such use based upon a flat rate per mile of County business in accordance with the IRS Code. The deductible amount, not covered by the employee's insurance which becomes an actual expense to the employee because of an accident while on County business, and for which the employee is not cited, shall be reimbursed by the County up to a maximum of \$500.00 per accident. Necessary tolls and parking fees are also reimbursable. Claims for deductible reimbursements shall be documented. Reimbursement of out of County trips shall not exceed the cost of reasonable public transportation: i.e. air, train, bus.

E. Licensing and Certification Fund

The County shall maintain and fund the Licensing and Certification Fund for payment of professional membership dues necessary to practice law in the State of California. Any full-time employee who avails him or herself of the county's Licensing and Certification Fund and who voluntarily leaves the County service during the fiscal year in which the employee drew upon the fund, shall reimburse the County on a pro-rata basis the amount the employee received from the Licensing and Certification Fund.

C. Professional Allowance Expenditure Plan

Attorneys who receive a professional allowance as outlined in Section 7.F of this memorandum of understanding are responsible to present an annual plan to the appointment authority. This plan must document the specifics of how the professional allowance will be used in accordance with Section 7F of this memorandum of understanding. Upon completion of expenditures, attorneys must provide sufficient documentation to the appointing authority to confirm that the expenditure(s) was(were) in accordance with the attorney's annual plan.

If an attorney does not file an annual plan or provide documentation of appropriate expenditures of his/her annual allowance, the appointing authority has the right to discontinue the allowance outlined in Section 7.F with advance written notice to the

attorney.

D. Professional Books And Materials

The County agrees to annually reimburse employees for the purchase of approved professional books, materials, and equipment in an amount up to \$400.00. For purposes of this section, reimbursable books, materials, and equipment are items determined by the department head to be useful in enhancing an employee's work performance. Such items shall include books, reference materials, CDs or electronic information, computer software, computer hardware, electronic devices or similar items. Only those books and materials approved in advance by the appointing authority are eligible for reimbursement. Claims for reimbursement shall be documented by submittal of an original purchase receipt or other proof of purchase acceptable to the department head. Pending approval by the County Administrator, the reimbursement amount shall increase to \$450 effective January 1, 2009 and \$500 effective January 1, 2010.

SECTION 18. OVERPAYMENTS AND UNDERPAYMENTS

- 1. This provision applies when the Auditor-Controller determines that an error has been made to either the employee's earnings, taxes, deductions or accrued leaves. In such cases, the County, for purposes of future compensation, shall adjust such earnings, taxes, deductions, or accrued leaves to the correct rate. The Auditor shall give written notice to the employee of the error. As used in this section:
 - a. "Earnings" means the biweekly rate of pay including additional pays, differentials, and overtime.
 - b. "Taxes" means payment of Social Security, Medicare or State Disability taxes; excluding federal and state withholding taxes.
 - c. "Deductions" means employee paid deductions, including but not limited to medical premiums and retirement deductions; excluding voluntary deductions (such as deferred compensation) and union deductions.
 - d. "Accrued Leave" means vacation, sick leave, compensatory time off and all other types of authorized leave with pay.
 - e. "Overpayment" means any compensation or accrued leave that has been overpaid or over-credited to an employee regardless of the reason, including but not limited to, administrative, clerical or system errors.
 - f. "Underpayment" means any compensation or accrued leave that has been underpaid or under-credited to an employee regardless of the reason, including but not limited to, administrative, clerical or system errors.

- 2. In the case of an overpayment of earnings or under withheld taxes or deductions, the employee shall reimburse the County. The employee has the following options for reimbursement:
 - a. Full payment through a payroll adjustment if total amount of reimbursement does not exceed biweekly earnings.
 - b. Full payment by personal check, money order, or cashier's check if total amount of reimbursement exceeds biweekly earnings.
 - c. For installments made through payroll, the number of installments shall not exceed the number of pay periods over which the error occurred.
 - d. An alternate method mutually agreed upon by the employee and the Auditor-Controller.
- 3. In the case of a leave accrual error which results in an overpayment, reimbursement may be made through one (1) of the following methods as mutually agreed to by the employee and the Auditor-Controller:
 - a. Full payment through a payroll adjustment if total amount of reimbursement does not exceed biweekly earnings.
 - b. Full payment by personal check, money order, or cashier's check if total amount of reimbursement exceeds biweekly earnings.
 - c. Installments made through payroll, the number of installments shall not exceed the number of pay periods over which the error occurred.
 - d. An alternate method mutually agreed upon by the employee and the Auditor-Controller.
- 4. In the case of a leave accrual error, which results in an incorrect accrued leave balance, a one-time adjustment will be processed through payroll.
- 5. In the case of an underpayment, the County will pay the employee a one-time adjustment through payroll.
- 6. An employee whose employment terminates prior to any reimbursements or adjustments being fully completed or satisfied; shall have the remaining balance withheld from any final compensation due to the employee, providing the final compensation is sufficient to provide for full reimbursement or adjustment. If the employee's final compensation is not sufficient to provide for full reimbursement or adjustment, the County retains the right to exercise other legal means to recover the remaining amount owed.

- 7. Any amount of overpayment for a period earlier than three (3) years prior to the date of the Auditor's initial written notice to the employee shall be deemed waived and not reimbursable.
- 8. The provisions of this section do not apply to grievance disputes which contend that the County has underpaid by misapplying or incorrectly interpreting the terms of this or any previous agreement. The time limits for the filing and processing of any grievance shall not be deemed to be excused, extended or otherwise modified by the provisions of this section. Nor shall the relief available through the grievance procedure be enlarged by or as a result of the provisions of this section.
- 9. The provisions of this section apply only to errors involving earnings, taxes, deductions and accrued leave. No provision of this section shall preclude the correction or recovery of past errors (overpayments or other losses) which were the result of other matters.

SECTION 19. PERFORMANCE EVALUATIONS

Each employee shall receive an annual performance evaluation on approximately his or her anniversary date. In the event of layoff, performance evaluations shall be considered by management to identify employees at each grade who may be subject to layoff. Those employees with the lowest evaluations shall be subject to layoff first. Ninety days (90) following the ratification and adoption of this MOU, the parties agree to meet in order to jointly review the performance evaluation instrument currently in use in the DA's office and discuss any necessary changes or modifications. This performance evaluation instrument will subsequently be used for all bargaining unit employees.

SECTION 20. <u>CONTINUING EDUCATION UNITS</u>

Attorneys approved to enroll by their department head in units required to fulfill Minimum Continuing Legal Education (MCLE) requirements imposed by the State Bar will have the cost of enrollment and attendance paid by their department.

SECTION 21. <u>SEARCH WARRANT ON-CALL STATUS/RIDE ALONG PARTICIPATION</u>

A. Employees earn compensatory time off for search warrant on call status and for participation in the ride along program during off duty hours. The compensatory time is earned under the following conditions:

An employee placed on search warrant on call status earns four (4) hours of compensatory time off for each full week the employee is in the on call status. An employee who participates in the ride along program during off duty hours earns four (4) hours of compensatory time off each time the employee participates. Compensatory time

under this provision may only be accumulated to a maximum of eight (8) hours. Appointment to search warrant on call status, and participation in a ride along, are subject to advance approval by the department head.

SECTION 22. <u>CONTENTS AND DISCLOSURE OF PERSONAL HISTORY</u> FILES

Sections 6253 and 6254 of the Government Code are known as Public Records Acts and set forth the conditions under which such records of public agencies are subject to public scrutiny. Section 6254, subsection (c) exempts certain records from disclosure requirements and requires that a judgment be made as to what constitutes an unwarranted invasion of personal privacy.

The Director of Human Resources shall make that judgment with regard to the content and disclosure of information contained in personnel records of individual County employees. In this context, the following policy is established:

- **A.** Except for name, current classification and department, dates of employment, and salary, the personnel records of each individual employee shall be classified confidential.
 - 1. Personnel, medical, or similar files, the disclosure of which would constitute an unwarranted invasion of personal privacy as determined by the Director of Human Resources shall not be subject to public scrutiny.
 - 2. Test questions, scoring keys and other examination data used to administer a licensing examination, examination for employment, or academic examination are exempted from public scrutiny by Government Code.
- **B.** A master personal history file shall be maintained on each individual employee and maintained under special cover in the Department of Human Resources. When pertinent documents are placed in an employee's master personal history file, copies shall be forwarded to the operating department who then shall notify the employee by written transmittal that documents have been placed in their personnel file, providing a copy of such documents to the affected employee.
- **C.** The <u>Master Personal History File</u> located and maintained in the Department of Human Resources shall, when applicable, contain the following documents:
 - 1. Current Employment Application.
 - 2. Current 136 Forms (actions and evaluations to date).
 - 3. Pre-employment Medical Report.
 - 4. Correspondence and information relative to disciplinary actions.
 - 5. Pertinent correspondence with employees and/or former employers.
 - 6. Employer's Report of Industrial Injury.
 - 7. Other records directly related to the employee, his or her job assignment, and/or that employee's performance.

- 8. Statement signed by employee acknowledging the requirements of Penal Code Section 11166, relating to "Child Abuse Reporting Requirements" (rev 2/85).
- 9. Forms relative to unemployment insurance payments.
- 10. Tuition reimbursement requests and claims (after processing).
- 11. Fingerprint card.
- 12. Photograph.
- 13. P.O.S.T. Certificate of Training (for law enforcement personnel).
- 14. Disability retirement transactions.
- 15. Certificates of competence, awards, commendations, or letters of special recognition.
- **D.** A personal history file on each individual employee may also be maintained by the operating department to which the employee is assigned, and will be governed by the policies established through the office of the Director of Human Resources. When documents or correspondence addressed to and received by an operating department relate to the status of an employee (i.e., communications with previous employers) department heads or appointing authorities shall assure that originals or legible copies of such correspondence are forwarded to the director of Human Resources for placement in the employee's master personal history file. A personal history file located in the employee's operating department may contain copies of the following documents:
 - 1. Current employment application
 - 2. Current 136 forms (actions and evaluations to date).
 - 3. Results of Pre-employment Medical Report (Notice of pass/fail).
 - 4. Pertinent correspondence with employees and/or former employers.
 - 5. Employer's Report of Industrial Injury (if applicable).
 - 6. Other records: Only those directly related to the employee, his or her job assignment and/or that employee's performance.
- **E.** Personnel records shall be made available only to the employee, to a person specifically authorized in writing by the employee, or to an appointing authority or his representative for an official purpose.
- **F.** Information given in response to authorized inquiries shall be limited to pertinent subject matter and only in sufficient detail to answer the point in question.
- **G.** Personal viewing of a personal history file shall be governed by the following procedures:
 - 1. Employees may view their own personal history file and an appointing authority may view a personal history file; either the master file maintained in the Department of Human Resources or a file maintained in the operating department, without requesting permission in writing; any such review, however, shall be conducted accordingly, either in the presence of a Department of Human Resources staff member or an operating department authorized staff member.

- 2. All individuals other than employees may request to view the master personal history file in accordance with the following:
 - a) Submit request in writing to the Director of Human Resources.
 - **b)** Set forth the reasons for requesting the review of the materials.
 - c) Include the written permission of the employee to review the contents of his file.
 - d) If the decision is to allow the review by the person making the request, such review shall be done in the presence of a Department of Human Resources staff member. No records shall be removed from the file and no copies of those records shall be made without the approval of the Director of Human Resources.

Access to personal history files may be given as required by court order or other legal process.

SECTION 23. AMERICANS WITH DISABILITIES ACT (ADA)

The County and the Union recognize that the County has an obligation under law to meet with individual employees who allege a need for reasonable accommodation in the workplace because of a disability. If by reason of the aforesaid requirement, the County contemplates actions to provide reasonable accommodation to an individual employee in compliance with the ADA which are in potential conflict with any provision of this Memorandum of Understanding, the Union will be advised of any such proposed accommodation and be afforded an opportunity to discuss same prior to implementation by the County.

SECTION 24. EMPLOYEE RECOGNITION PROGRAM

An Employee Recognition Program, as adopted by the Board of Supervisors, is available to all regular employees.

SECTION 25. CLOSURE OF COUNTY FACILITIES TO ACHIEVE COST REDUCTIONS

A. Facilities Closure

1. The parties agree that the Board of Supervisors shall have the right to close

County facilities and or cease County operations regardless of funding source, for up to twelve (12) workdays per fiscal year (July 1 to June 30). The twelve (12) days will be determined at the sole discretion of the County. If the County, in its sole discretion, decides to invoke this authority, it will notify the Union of this decision and the dates of the operations/facility closures.

- 2. The purpose of the facilities/operations closure is to reduce the need for layoffs and to establish a schedule for the uniform closure or ceasing of certain County Facilities and/or operations.
- 3. The closure shall not apply to twenty-four-hour institutions and operations designated by the County Administrator to be twenty-four-hour operations, specified law enforcement functions, or other public services that normally operate on legal holidays. Services that do not normally function on legal holidays will be closed unless authorized by the Board of Supervisors or the County Administrator.

B. Employees' Pay Reductions/Accrual of Deferred Hours

- 1. This provision applies to all employees except those employees who are exempt from deferred hours as specified in Section A -.3.
- 2. The reduction in pay shall be prorated over up to twenty-four (24) pay periods, two (2) pay periods for each day facilities/operations are closed. At the discretion of the County Administrator, but no earlier than the first pay period of the fiscal year, and for each pay period thereafter, four (4) hours pay shall be deferred. Employees shall be paid for seventy-six (76) hours although they work eighty (80) hours. Part-time employees shall receive prorated hours deferred and prorated salary reduction.
- On days County facilities/operations are closed in accordance with this provision, employees will utilize deferred hours to maintain their level of pay. If employees do not have sufficient deferred hours, they will be allowed to use vacation, CTO, or other appropriate leave accruals to maintain their level of pay. If no accruals are available for use, employees will use leave without pay to cover all or a portion of the furlough day.

C. Employees Exempt from Pay Reductions/Deferred Hours

The Board of Supervisors authorizes the County Administrator to determine which positions within these 24 hour facilities/units cannot be subject to furlough leave due to the need to provide services that are necessary to the protection of public health, safety and welfare.

D. Paid If Required to Work

Employees who are subject to this provision but are required to work on days County facilities/operations are closed pursuant to this provision shall be paid for such work time

at their normal hourly rate unless they are entitled to overtime pay. Their deferred time shall be taken on another day as determined by the appointing authority.

E. Furlough Day on Scheduled Day Off

Employees whose normal day off falls on a furlough day will not be paid for that day. Their deferred time shall be taken on another day as determined by the appointing authority.

F. Benefits

There will be no reductions in County contributions to employee group insurance nor leave accruals during pay periods of facility/operations closure. Income tax and social security will be based on actual pay.

G. Holidays

If a day of facilities/operations closure is on a Friday preceding a Saturday holiday, employees will receive up to eight (8) holiday CTO hours which may be taken on another day.

H. Treatment of Deferred Hours at the End of the Fiscal Year

Employees who have an accrued balance of deferred hours at the end of the fiscal year may take such time during the next fiscal year.

I. Terminating Employees

Employees who terminate employment will be paid for any accrued deferred hours at their normal rate of pay.

J. Attachment "E"

Effects of this provision on pay, benefits integration, modified workweeks, time bases and other terms and conditions of employment are described on Attachment "E" for described situations. Attachment "E" is incorporated herein as an expressed term of this article.

This provision shall become effective upon agreement or adoption of all represented non safety bargaining units.

SECTION 265. NO STRIKE/NO LOCKOUT

The Union, its members and representatives, agree not to engage in, authorize, sanction, or support any strike, slowdown, stoppage of work, concerted refusal of overtime work, or to perform customary duties during the term of this Memorandum of Understanding.

The County agrees not to engage in any lockout during the term of this Memorandum of Understanding.

SECTION 276. RENEWAL OF AGREEMENT

- A. At any time within ninety (90) days immediately prior to the termination of this Memorandum of Understanding, either party may give written notice of its intent to negotiate for a new agreement. All terms and conditions of this Memorandum of Understanding shall remain in effect following the expiration of the Agreement while negotiations for a new agreement continue.
- **B.** If neither party gives timely notice of intent to initiate negotiations, the terms and conditions of this Memorandum of Understanding shall be renewed for a twelve (12) month period from the date of expiration unless the parties mutually agree to reopen negotiations.

SECTION 287. CONFLICT OF INTEREST

Unit employees agree that issues involving conflict of interest shall be handled in accordance with the Rules for Professional Conduct for Attorney's contained within the Business and Professions Code.

SECTION 298. <u>FULL UNDERSTANDING</u>

Except as otherwise specifically provided herein, this Memorandum of Understanding fully and completely incorporates the understanding of the parties hereto and constitutes the sole and entire agreement between the parties in any and all matters subject to meet and confer. Neither party shall, during the term of this Memorandum of Understanding demand any changes herein, provided that nothing herein shall prohibit the parties from changing the terms of this Memorandum of Understanding by mutual agreement.

SECTION <u>3029</u>. <u>SEVERABILITY</u>

If any article, part or provision of this Memorandum of Understanding is held to be invalid or unenforceable by operation of law or the judgment of an administrative board, tribunal or court of competent jurisdiction, said article, part or provision shall be suspended and superseded by such applicable laws, regulations or orders and the remainder of this Memorandum of Understanding shall not be affected thereby.

SECTION 30. SCOPE OF AGREEMENT

Therefore, County representatives and the designated representatives of the Teamsters, Local #150, acting on behalf of its members, hereby confirm understanding on the above matters for

the period commencing December 30, 2007 and terminating January 8, 2011. This agreement shall become effective only upon approval by the Board of Supervisors and ratification by the Teamsters, Local #150 membership and shall remain in full force and effect to and including January 8, 2011.

FOR SOLANO COUNTY	UNION REPRESENTATIVES		
Donald W. Turko Director of Human Resources	James E. Tobin Secretary Treasurer, IBT, Local #150		
Craig Jory County Negotiator	Ken Akins University Research and Associates		
Jim Ferguson Human Resource Analyst	— Carl Pedersen		
	Marc Tirrell		
	Elena D'Agustino		
	John Ellis		
Approved by Board: January 22, 2008			

Ratified by Union: January 8, 2008

Appendix A

Unit #1 Attorneys

HEALTH AND WELFARE INSURANCE

If, during the course of this agreement, any of the County sponsored providers of dental care and/or vision care adjust their premium rates, the County will revise its contribution so as to continue to pay 100% of the premium for the benefit.

Each employee shall have an amount deducted from monthly pay (semi-monthly deductions in advance) equal to the full monthly premium for coverage provided under the County sponsored health plans as selected, less the maximum monthly amount listed on the attachment which will be paid by the County on behalf of each full-time employee. The County will pay a pro-rated amount of the full-time premium for part-time employees in proportion to the relationship their basic workweek bears to forty (40) hours.

PUBLIC EMPLOYEES RETIREMENT SYSTEM HEALTH PLAN AND CAFETERIA PLAN

Effective no later than February 2009, the County will establish a Cafeteria Plan in conjunction with the California Public Employees' Retirement System (CalPERS) Health Insurance Plan for employees in Unit 1. The County's contribution to the cafeteria plan excludes dental and vision coverage. The CalPERS Health Insurance Plan replaces the County's current medical insurance program offered for Unit #1 covered employees. The cafeteria plan contribution shall be prorated for eligible, part-time employees.

For Calendar Year 2009

Upon establishment, the County's contribution to the cafeteria plan will be set at an amount which reflects 80% of the CalPERS Kaiser 2009 Bay Area/Sacramento Region family rate. Employees who waive coverage will receive no more than \$20 per month as cash back. Employees who elect employee only coverage will receive no more than \$334.58 per month as cash back, depending on the medical plan selected.

These cafeteria plan contributions made by the County as listed above include the minimum employer contribution (MEC) required by CalPERS. This MEC shall be adjusted in future years as required by CalPERS.

For Calendar Year 2010

Effective January 1, 2010, the County will increase its contribution to the cafeteria plan to reflect

80% of the CalPERS Kaiser 2010 Bay Area/Sacramento Region family rate. Employees who waive coverage will receive no more than \$20 per month as cash back. Employees who elect employee only coverage will receive no more than \$334.58 per month as cash back, depending on the medical plan selected.

For Calendar Year 2011

Effective January 1, 2011, the County will increase its contribution to the cafeteria plan to reflect 80% of the CalPERS Kaiser 2011 Bay Area/Sacramento Region family rate. Employees who waive coverage will receive no more than \$500.00 per month minus the CalPERS Minimum Employer Contribution (MEC) as cash back. Employees who elect employee only coverage will receive no more than \$334.58 per month as cash back, depending on the medical plan selected.

For Calendar Year 2012

Effective January 1, 2012, the County will modify its contribution to the cafeteria plan to reflect 75% of the PERS Bay Area Kaiser 2012 family rate. Employees who waive coverage will receive no more than \$500.00 per month minus the CalPERS Minimum Employer Contribution (MEC) as cash back. Employees who elect employee only coverage will receive no more than \$334.58 per month as cash back, depending on the medical plan selected.

For Calendar Year 2013

Effective January 1, 2013, the County will modify its contribution to the cafeteria plan to reflect 75% of the PERS Bay Area Kaiser 2013 family rate. Employees who waive coverage will receive no more than \$500.00 per month minus the CalPERS Minimum Employer Contribution (MEC) as cash back. Employees who elect employee only coverage will receive no more than \$334.58 per month as cash back, depending on the medical plan selected.

Appendix B

Unit #1 Attorneys

CalPERS 2.7% @ 55 Retirement Formula

CalPERS retirement enhancement – provided the 2.7% @ 55 formula effective as soon as practical following ratification of the 2000 – 2003 contract extension. Therefore, the cost of this benefit, as established by CalPERS (\$75,036,452), is the responsibility of the employees. The County will agree to allow the employees to pay for this plan enhancement in the form of a payroll deduction, with the cost amortized over the next twenty (20) years. This payment will take the form of a percentage deduction made from the paycheck of each employee in the unit, until the above established cost has been fully recovered.

Each year the County will calculate the amount due for twenty-six (26) pay periods based on the following formula:

- 2. Amount due to the County each year = Total cost divided by twenty (20) years.
- 3. Annual per employee pay back = Divide the annual amount due to the County each year by the average number of employees for the previous year.
- 4. Average pay back per employee per pay period = Divide the annual per employee pay back by twenty-six (26) pay periods.
- 5. The percentage amount deducted from each employee Divide the average pay back per employee per pay period by the average per pay period of CalPERS Reportable salary.
- 6. The percentage amount deducted from each employee shall be no more than a three percent (3%) cap.
- 7. The amount deducted shall be with pre-tax dollars, as permissible by the IRS.
- 8. The amount due from each employee will be the first pay period in November.
- 9. For purposes of implementation, the first deduction was two-point-nine percent (2.9%) from employees and was to be made as soon as CalPERS approved the plan amendment change.
- 10. The County agrees to pay the additional one percent (1.0%) employee contribution required by CalPERS as a result of the 2.7% @ 55 plan enhancement.

Appendix B Continued

Unit #1 Attorneys CalPERS 2.7% @ 55 Retirement Formula

<u>Note</u>: The amounts shown exclude the increased cost of the employee contribution from seven percent (7%) to eight percent (8%). This formula was prepared June 10, 2002, and serves as a basis for future calculations and is included here for reference.

Cost of the benefit	\$75,036,452
Term in Years	20
Amount due to County each year	\$3,751,823
Variable	Value
Pay Periods per year	26
Number of pay periods	520
Number of employees	2320
Average monthly salary	\$4,074
Average per pay period gross salary	\$1,880
Average Annual Gross Salary	\$48,888
Total Annual Payroll	\$113,420,160
Formula for Employee Share	Amount
Annual amount of pay back = Total cost divided by 20	
years	\$3,751,823
Annual per employee pay back = Divide annual amount	
of pay back by the average number of employees for	
the previous year	\$1,617.16
Average pay back per employee per pay period =	
Divide the annual per employee pay back by number of	
pay periods	\$62.20
Percentage of gross per pay period salary deduction	
from each eligible employee = Divide the average pay	
back per employee per pay period by the average per	
pay period gross salary	
	3.31%

Unit #1 Attorneys (New Listing of Salaries attached)

WAGES

Year 1 - a wage increase of 3% will be granted. This increase will be effective December 30, 2007, if the Union ratifies this new MOU and notifies the County of its acceptance by 5:00 pm on December 28, 2007. If ratification & notification occurs after December 28, 2007, the wage increase will be made effective the first pay period following ratification and adoption of the MOU.

In addition, on the same effective date as provided for above, a special adjustment will be granted in the amount of 2.0%.

As a consideration of the Union's willingness to engage in an expedited bargaining process and to settle these negotiations in advance of the expiration date of the current MOU, the County offers a 1% across the board salary increase. This increase will be applied to salary before calculating the COLA. If this offer is not ratified by the union by December 28, 2007, the 1% early settlement incentive will be withdrawn and will not be offered at any later date.

Year 2 - Effective December 28, 2008, a CPI based wage increase will be granted, with a minimum increase of 3% and a maximum increase of 5%.

Year 3 - Effective December 27, 2009, a CPI based wage increase will be granted, with a minimum increase of 3% and a maximum increase of 5%.

The COLA for 2008 & 2009 will be based on the Consumer Price Index for the San Francisco-Oakland San Jose, Urban wage earners and Clerical Workers as reported by the Bureau of Labor Statistics or successor agency for the period of October to October.

Because the parties were unable to reach a total agreement on classes and salaries for comparable agencies, the salary increases and special adjustment contained in this agreement are not based on the data provided by either the County or the Union, but rather, are the result of compromise.

The County is currently conducting a Comprehensive Classification and Compensation Study of County job classifications. Following completion of the Compensation Study for positions represented by this bargaining unit, the County will notice the union of the results of the Compensation Study and will meet and confer with the union in regard to the results of the Compensation Study.

Appendix D

Unit #1 Attorneys Alphabetical List of Classes & Salaries*

Alphabetical List of Classes & Salaries*							
Sal Plan/BU	Job Code	Job Title	Grade	Step	Hourly	Biweekly	Approx. Monthly
01	312040	Child Support Attorney I	011	1	27.672821	2,213.83	4,796.62
01	312040	Child Support Attorney I	011	2	29.056552	2,324.52	5,036.47
01	312040	Child Support Attorney I	011	3	30.509325	2,440.75	5,288.28
01	312040	Child Support Attorney I	011	4	32.034998	2,562.80	5,552.73
01	312040	Child Support Attorney I	011	5	33.636474	2,690.92	5,830.32
01	313160	Child Support Attorney II	012	1	37.453562	2,996.28	6,491.95
01	313160	Child Support Attorney II	012	2	39.326212	3,146.10	6,816.54
01	313160	Child Support Attorney II	012	3	41.292693	3,303.42	7,157.40
01	313160	Child Support Attorney II	012	4	43.357184	3,468.57	7,515.25
01	313160	Child Support Attorney II	012	5	45.525316	3,642.03	7,891.06
01	313170	Child Support Attorney III	013	1	43.071845	3,445.75	7,465.79
01	313170	Child Support Attorney III	013	2	45.225491	3,618.04	7,839.09
01	313170	Child Support Attorney III	013	3	47.486806	3,798.94	8,231.05
01	313170	Child Support Attorney III	013	4	49.861260	3,988.90	8,642.62
01	313170	Child Support Attorney III	013	5	52.354323	4,188.35	9,074.75
01	313180	Child Support Attorney IV	014	1	49.542444	3,963.40	8,587.36
01	313180	Child Support Attorney IV	014	2	52.019415	4,161.55	9,016.70
01	313180	Child Support Attorney IV	014	3	54.620465	4,369.64	9,467.55
01	313180	Child Support Attorney IV	014	4	57.351714	4,588.14	9,940.96
01	313180	Child Support Attorney IV	014	5	60.219115	4,817.53	10,437.98
01	314040	Child Support Attorney V	015	1	56.973676	4,557.89	9,875.44
01	314040	Child Support Attorney V	015	2	59.822406	4,785.79	10,369.22
01	314040	Child Support Attorney V	015	3	62.813565	5,025.09	10,887.69
01	314040	Child Support Attorney V	015	4	65.954236	5,276.34	11,432.07
01	314040	Child Support Attorney V	015	5	69.251981	5,540.16	12,003.68
01	312020	Dep District Attorney I	001	1	27.672821	2,213.83	4,796.62
01	312020	Dep District Attorney I	001	2	29.056552	2,324.52	5,036.47
01	312020	Dep District Attorney I	001	3	30.509325	2,440.75	5,288.28
01	312020	Dep District Attorney I	001	4	32.034998	2,562.80	5,552.73
01	312020	Dep District Attorney I	001	5	33.636474	2,690.92	5,830.32
01	313020	Dep District Attorney II	002	1	37.453562	2,996.28	6,491.95
01	313020	Dep District Attorney II	002	2	39.326212	3,146.10	6,816.54
01	313020	Dep District Attorney II	002	3	41.292693	3,303.42	7,157.40
01	313020	Dep District Attorney II	002	4	43.357184	3,468.57	7,515.25
01	313020	Dep District Attorney II	002	5	45.525316	3,642.03	7,891.06
01	313120	Dep District Attorney III	003	1	43.071845	3,445.75	7,465.79
01	313120	Dep District Attorney III	003	2	45.225491	3,618.04	7,839.09
01	313120	Dep District Attorney III	003	3	47.486806	3,798.94	8,231.05
01	313120	Dep District Attorney III	003	4	49.861260	3,988.90	8,642.62
01	313120	Dep District Attorney III	003	5	52.354323	4,188.35	9,074.75
01	313130	Dep District Attorney IV	004	1	49.542444	3,963.40	8,587.36
01	313130	Dep District Attorney IV	004	2	52.019415	4,161.55	9,016.70

01 | 313130 | Dep District Attorney IV | 004 | 3 | 54.620465 | 4,369.64 | 9,467.55

Appendix D Unit #1 Attorneys Alphabetical List of Classes & Salaries

Sal Plan/BU	Job Code	Job Title	Grade	Step	Hourly	Biweekly	Approx. Monthly
01	313130	Dep District Attorney IV	004	4	57.351714	4,588.14	9,940.96
01	313130	Dep District Attorney IV	004	5	60.219115	4,817.53	10,437.98
01	314010	Dep District Attorney V	005	1	56.973676	4,557.89	9,875.44
01	314010	Dep District Attorney V	005	2	59.822406	4,785.79	10,369.22
01	314010	Dep District Attorney V	005	3	62.813565	5,025.09	10,887.69
01	314010	Dep District Attorney V	005	4	65.954236	5,276.34	11,432.07
01	314010	Dep District Attorney V	005	5	69.251981	5,540.16	12,003.68
01	312030	Dep Public Defender I	006	1	27.672821	2,213.83	4,796.62
01	312030	Dep Public Defender I	006	2	29.056552	2,324.52	5,036.47
01	312030	Dep Public Defender I	006	3	30.509325	2,440.75	5,288.28
01	312030	Dep Public Defender I	006	4	32.034998	2,562.80	5,552.73
01	312030	Dep Public Defender I	006	5	33.636474	2,690.92	5,830.32
01	313030	Dep Public Defender II	007	1	37.453562	2,996.28	6,491.95
01	313030	Dep Public Defender II	007	2	39.326212	3,146.10	6,816.54
01	313030	Dep Public Defender II	007	3	41.292693	3,303.42	7,157.40
01	313030	Dep Public Defender II	007	4	43.357184	3,468.57	7,515.25
01	313030	Dep Public Defender II	007	5	45.525316	3,642.03	7,891.06
01	313090	Dep Public Defender III	008	1	43.071845	3,445.75	7,465.79
01	313090	Dep Public Defender III	008	2	45.225491	3,618.04	7,839.09
01	313090	Dep Public Defender III	008	3	47.486806	3,798.94	8,231.05
01	313090	Dep Public Defender III	008	4	49.861260	3,988.90	8,642.62
01	313090	Dep Public Defender III	008	5	52.354323	4,188.35	9,074.75
01	313100	Dep Public Defender IV	009	1	49.542444	3,963.40	8,587.36
01	313100	Dep Public Defender IV	009	2	52.019415	4,161.55	9,016.70
01	313100	Dep Public Defender IV	009	3	54.620465	4,369.64	9,467.55
01	313100	Dep Public Defender IV	009	4	57.351714	4,588.14	9,940.96
01	313100	Dep Public Defender IV	009	5	60.219115	4,817.53	10,437.98
01	314020	Dep Public Defender V	010	1	56.973676	4,557.89	9,875.44
01	314020	Dep Public Defender V	010	2	59.822406	4,785.79	10,369.22
01	314020	Dep Public Defender V	010	3	62.813565	5,025.09	10,887.69
01	314020	Dep Public Defender V	010	4	65.954236	5,276.34	11,432.07
01	314020	Dep Public Defender V	010	5	69.251981	5,540.16	12,003.68

Appendix E

<u>Situation</u>	Result	Comments
Full-time (F-T) employees	Pay is reduced by 4.0 hours.	
	4.0 hours credited to furlough leave accruals.	
SDI integration	Integrate leave accruals up to employee's Full Time Equivalency (FTE) less furlough hours.	Examples: F-T EE normally works 80 hours/pay period minus 4 furlough hours = integrate up to 76 hours.
		P-T EE normally works 40 hours/pay period minus 2 furlough hours = integrate up to 38 hours.
Workers' Compensation integration.	Same as SDI integration.	See examples under SDI integration.
Leave without pay for partial pay period	Pay is reduced by 4.0 hours (or pro-rated if part-time employee).	Furlough hours based on EE's normal FTE (not prorated based on hours worked).
	4.0 hours credited to furlough leave accruals.	
Various shifts (4/10, 9/80)	Pay is reduced by 4.0 hours.	
	4.0 hours credited to furlough leave accruals.	
	If furlough is day off, another day is taken as furlough.	
Promotion/Demotion	Pay is reduced by 4.0 hours. 4.0 hours credited to	No effect on number of furlough hours unless there is a change in FTE.
	furlough leave accruals.	
<u>Taxes</u>	Taxes are withheld on the reduced salary.	
New hires (working less	Furlough hours pro-rated	Example:

Situation	Result	<u>Comments</u>
than 80 hours 1 st pay period)	based on scheduled number of hours to be worked. Furlough hours credited to furlough leave accruals.	EE starts work Tuesday after Monday holiday (works 72 hours of pay period) = 90% of pay period. 4.0 furlough hours x 90% = 3.6 hours credited to furlough leave accruals and pay reduced by 3.6
Holidays	No change.	hours. EE must be in a paid status the day before and the day after the holiday to be compensated for the holiday.
Retirement deductions	Reduction in earnings due to furlough will reduce reportable earnings and reduce PERS deductions.	Retirement deductions taken based on reduced salary.
Retirement benefits	Retirement allowance calculated using the average monthly full-time pay rate (final compensation) reported to CalPERS for the highest 12 consecutive months of employment.	Furlough does not change pay rate. However, furlough could reduce special compensation amounts that are paid as a factor of earnings. In some cases final compensation could be reduced, but only for members with earnings-based special compensation whose highest 12 month period at retirement includes furlough time.
Health insurance contributions	No change.	As long as EE is in a paid status in the pay period, health insurance contributions will be made.
Leave accruals	No change.	Normal leave accruals will be earned.
Terminations	Employee is paid for any furlough hours accrued and not used.	Treated the same as vacation leave balance.
Differentials (% of actual earnings)	Differentials paid as a factor of earnings will be reduced based on reduced earnings.	Example: longevity pay.

<u>Situation</u>	<u>Result</u>	<u>Comments</u>
Differentials (flat amount or % of pay rate)	No change.	Example: POST pay or shift differential.
Part-time employees	Furlough reduction will be pro-rated based on FTE.	
Change from FT - PT	Same as part-time employees' language.	
Change from PT - FT	Same as full-time employees' language.	
Voluntary Time Off (VTO)	Same as full-time employees' or part-time employees' language. If furlough day falls on day off, another day is taken as	The employee will be treated as any other full-time or part-time employee.
Not enough accrued furlough to cover furlough day	furlough. Use applicable leave balances. If no leave balances available, record leave without pay hours.	