

MEMORANDUM OF UNDERSTANDING

For

**Association of Mid-Management
Professionals at Solano County
Unit #16**

October 3, 2017 through October 5, 2019

MEMORANDUM OF UNDERSTANDING
Unit #16, Association of Mid-Management Professionals at Solano County

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MEMORANDUM OF UNDERSTANDING

ASSOCIATION OF MID-MANAGEMENT PROFESSIONALS AT SOLANO COUNTY

PREAMBLE

This **AGREEMENT**, (hereinafter “Agreement”) entered into by the **County OF SOLANO**, (hereinafter “County”) and the **ASSOCIATION OF MID-MANAGEMENT PROFESSIONALS at SOLANO COUNTY** (hereinafter “Association”), has as its purpose the promotion of harmonious labor relations between the County and the Association; 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.

Representatives of the County of Solano and the Association of Mid-Management Professionals have met and conferred in good faith regarding wages, hours, and other terms and conditions of employment, have freely exchanged information, opinions, and proposals and have endeavored to reach agreement on all matters relating to the employment conditions and employer-employee relations of such employees.

The legal relationship between the Association of Mid-Management Professionals (“Association”) and the County of Solano (“County”) is governed by the Meyers-Milias-Brown Act (California Government Code sections 3500, et seq.), the County’s Employer-Employee Relations Rules and Regulations, the Civil Service Rules, and this Memorandum of Understanding. Whenever this Memorandum of Understanding contains a provision relating to the subject matter which is also referred to in the Civil Service Rules or any other County ordinance, policy or regulations, the provisions of this Memorandum of Understanding shall prevail.

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

1. RECOGNITION

1.1 Association Recognition

The County recognizes the Association as the exclusive recognized employee organization for regular full and part-time employees in the following unit:

Unit #16 - Mid-Management Employees

1.2 County Recognition

The Association recognizes the Director of Human Resources, or his/her designee, as the County’s designated representative for negotiations.

2. AGREEMENT

This Memorandum of Understanding shall take effect upon adoption by the Board of Supervisors, except for those provisions of this Memorandum of Understanding which have been assigned other effective dates and shall remain in full force and effect up to and including two years following Board adoption or September 23, 2019, whichever is later. This Memorandum of Understanding shall continue thereafter from year to year unless at least one hundred fifty (150) days prior to October 5, 2019 of any subsequent year, either party has filed written notice with the other of its desire to amend, modify, or terminate this Memorandum of Understanding.

3. ASSOCIATION SECURITY AND RIGHTS

3.1 Association Dues and Service Fees

- A. The County agrees to provide employees with a payroll deduction option for the payment of dues to the Association.
- B. Unit employees currently employed or hired after the date of ratification of this agreement, and adoption by the Board of Supervisors, may sign up for Payroll Deduction on a county approved form (**Appendix “C”**). If the employees opt for such deduction, it is understood that the dues will be deducted for the duration of this agreement, or until the last day of the last full pay period of the calendar month following the transfer of the employee to a unit represented by another recognized employee organization or to a class not contained in a representation unit, whichever occurs first. Employees are free to discontinue dues deduction by notifying the Payroll Bureau of the Auditor-Controller’s Office, in writing, thirty-five (35) days prior to the expiration of the MOU. The change will then be effective beginning the first pay period following the expiration of the MOU.
- C. Any Unit employee who has a current dues deduction authorization on file with the Auditor-Controller’s Office on the date of ratification of this agreement, and adoption by the Board of Supervisors, shall be deemed to have signed up for Payroll Deductions on the County approved Maintenance of Membership form (**Appendix “C”**), and shall be subject to the Maintenance of Membership provisions of this agreement.
- D. It is understood that employees are free to authorize dues deduction at any time. However, employees may not discontinue membership during the term of this Memorandum of Understanding, except as otherwise provided in this section.
- E. Dues deduction shall not be retroactive.
- F. The County will not deduct any Association fines, penalties, or special assessments from the pay of any employees.

- G. It shall be the sole responsibility of the Association to procure and enforce payroll deduction of dues from Unit employees, and to ensure that the necessary form is properly completed and delivered to the County Payroll Bureau of the Auditor-Controller's Office.
- H. The County will provide a list of employees newly hired into regular positions to the Association on at least a monthly basis. The County will also provide the Association with copies of signed dues deduction authorization forms and dues deduction withdrawal requests on a monthly basis.
- I. The Association shall indemnify, defend and hold harmless the County of Solano, its officers, officials, agents and employees, against any claim, demand, suit or liability (monetary or otherwise) and for all legal costs arising from any action taken or not taken by the County, its officials, agents and employees arising out of the application of this section which are in excess of the amount of dues which the County has agreed to deduct.
- J. The County will provide a hard copy to the Association including information on employees' name, department, unit and classification on a quarterly basis.

3.2 Release Time and Shop Stewards

A. Stewards and Association Business

The County will allow the Unit #16 Chapter President to schedule a reasonable amount of time away from work to conduct Association business. The President shall obtain permission from his/her immediate supervisor prior to leaving work in accordance with departmental policy. Any expenses incurred by the President shall not be borne by the County.

The Association shall designate a reasonable number of stewards to assist in resolving grievances. Stewards will arrange with the department head or designee in advance to schedule a reasonable amount of time to assist members in the preparation and presentation of grievances. The definition of what is reasonable is at the discretion of the department head whose employees are covered under this agreement.

The Association shall annually, in January, provide a list of stewards to Human Resources. The Association shall inform the Human Resources Department in writing of any additions or deletions of individual stewards within thirty (30) days of such a change.

B. Release Time to Meet and Confer

Officers and authorized representatives of the Association 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 the department head and the Association 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.

3.3 Bulletin Boards

Bulletin Boards will be made available to the Association in accordance with **Article 3, Section 10.d. of the Employer-Employee Relations Rules and Regulations.**

3.4 Names and Classes of Represented Employees

The County shall provide the Association with a list of all newly hired and all recently separated employees covered by this Memorandum of Understanding during the first pay period following ratification of this Memorandum of Understanding and once each month thereafter. Such lists shall include employees' dates of hire/separation and classifications.

3.5 Work Access

Authorized representatives of recognized employee organizations may have reasonable access to other members of the same organization in County offices for transmittal of information or for representation purposes as long as the work of County employees and services to the public are unimpaired. The representative shall request prior authorization for such visit by contacting the designated representative of the particular department or division. If immediate access cannot be authorized, the designated representative shall inform the Association representative as to the time when access can be granted.

The Association shall give each department or division and the Director of Human Resources a written list of its staff representatives and shall keep such list current.

County officers and heads of departments are empowered to staff, rearrange and adjust the hours of employment of employees in such a manner as to enable them to keep the County office open at all required times.

3.6 Human Resources New Employee Orientation

The Recognized Employee Organization, (Association), shall have access to employees as part of the Human Resource's Department's new employee orientation as follows:

- A. A representative of the Recognized Employee Organization (Association) shall be permitted fifteen (15) minutes to meet with employees of the bargaining unit at the New Employee Orientation conducted by Human Resources (HR).

- B. The County shall advise the employee organization of the dates and times at which the Association's Representative can present to employees covered by their bargaining unit. Such notice shall be provided no later than ten (10) days before the scheduled orientation.
- C. The Association Representative shall advise the County five (5) days prior to the scheduled HR New Employee Orientation if it will be meeting and presenting information to the employees. Failure to provide notice of its intent to present will result in the Association waiving its right to present at the meeting.
- D. No later than two (2) days prior to any scheduled New Employee Orientation for which the Association has provided notice of its intention to present, the County shall provide a list to the Association that includes the names, job titles, and departments of all new employees within the bargaining unit who are expected to attend the orientation.
- E. If the Association Representative is not available to present at its designated time slot, the Association will be deemed to have waived its right to present at that meeting. No additional time or rescheduling will be afforded.
- F. If multiple Union/Association attend HR's New Employee Orientation, each Union/Association will meet with employees of the bargaining group at the same time. Separate meetings rooms may be provided but are not guaranteed; however, groups will be divided into "break-out" sessions in the room and/or close proximity to the room scheduled for new employee orientation.
- G. The employees shall have the sole option to meet with the Association during this time or may take the time to review County policies or other materials as provided by the County associated with the new employee orientation.
- H. The Association agrees to stay within its designated time period and will not cause a delay to the new employee orientation schedule. For example, if the Association Representative is scheduled to present from 9:15a.m.-9:30a.m., and s/he arrives at 9:20a.m., the Association Representative shall have from 9:20a.m. - 9:30a.m. to present. If the Association Representative arrives at 9:35a.m., s/he will have waived their opportunity to present to the group. No additional time or rescheduling will be afforded.
- I. The Association may provide copies of Association materials to employees within its bargaining unit during HR's New Employee Orientation. The Association is responsible for producing, copying and distributing materials to employees. If the Association Representative confirms its attendance at the meeting, this provision

shall relieve the County from any other provision requiring the County to distribute Association materials.

- J. The Association may discuss only the following topics during the new employee orientation:
 - 1. The structure of the Association
 - 2. How to contact the Association and/or Association officers
 - 3. Association's role in collective bargaining
 - 4. Benefits of Association membership
- K. The Association agrees to not disparage the County and/or its supervisors or management during this meeting.
- L. The provisions above in this Section shall not be subject to the grievance and arbitration procedure.

4. COUNTY MANAGEMENT RIGHTS

It is the exclusive right of the County to determine the mission of each of its constituent departments, boards and commissions, set standards of services to be offered to the public, and exercise control and discretion over its organization and operations. The exclusive rights of the County also include, but are not limited to the right to direct its employees; to hire, promote, demote, transfer, assign, classify, layoff and retain employees in positions within the County; to take disciplinary action against its employees for proper cause; to determine the methods, means and personnel by which the County's operations are to be conducted; to determine its budget, organization, and merits, necessity and level of any activity or service provided to the public, and to take whatever action is necessary in emergency situations. The exercise of such rights shall not preclude employees or their representatives from consulting in advance with management representatives about the practical consequences that decision on these matters may have on wages, hours, and other terms and conditions of employment.

5. SALARIES

5.1 Salary Ranges and Pay Date

Salary increases for classifications represented by the Association are listed in **Appendix "B"** of this Agreement. Employees shall be paid every other Friday.

- A. Effective the latter of pay period #7 (March 11, 2018 – March 24, 2018), or two pay periods following MOU adoption/imposition by all bargaining units of this provision, the pay date shall be moved by one week (e.g., from March 30, 2018 to April 6, 2018).
 - 1. Employees who desire to mitigate the effects of this pay date move may receive a one-time advance equal to five days of pay, to be paid with the first paycheck of the effective dates' pay period (e.g., on March 30, 2018). In order to receive the advance, the employee must sign an agreement to pay back the advance over no more than three (3) pay periods. Employees selecting this option must have, and maintain, five (5) days of vacation or CTO (40-45 hours, depending on his/her schedule), until the advance is paid back in full. Employees who receive an advance and whose employment ends prior to paying back the advance, shall have any amount owed deducted from his/her final paycheck.

5.2 Pay for New Employees

- A. New Employees shall be appointed at the recruiting step of the salary range in effect for the particular class of position to which the appointment is made.
- B. 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.

5.3 Salary Upon Reemployment

- A. A former employee on regular status at the time of separation who is re-employed within two (2) years in the same class or in a lower class in the same series may, upon the request of the department head and with approval of the Director of Human Resources, be appointed at the same step occupied immediately prior to separation.
- B. A represented employee who voluntarily separates and (a) is subsequently re-employed in the same department in a represented position, (b) begins work not more than one (1) year from the last day the employee actually worked for the County, (c) completes a new probationary period and (d) either did not withdraw from PERS or "bought back" PERS service credits shall, upon approval by the Director of Human Resources, have continuous service credit for purposes of vacation and longevity pay eligibility. Restored prior service shall not apply toward seniority for lay-off purposes, step raise eligibility or any benefit other than vacation and longevity eligibility.
- C. A represented employee who voluntarily separates and (a) is subsequently re-employed in the same department in a represented position, (b) begins work not more than one (1) year from the last day the employee actually worked for the

County, and (c) completes a new probationary period shall, upon approval by the Director of Human Resources, have his/her sick leave accrual balance restored.

5.4 Merit Increases within Grade

- A. Merit increases shall not be automatic, but shall be given only upon the recommendation of the department head or designee.
- B. The merit increase eligibility dates for all employees hired or promoted into classifications in this unit shall be the first day of the pay period following completion of 26 full pay periods.
- C. The merit increase eligibility date for employees in regular positions shall be the first day of the pay period following completion of the number of full pay periods of service indicated as follows:

After	26 Pay Periods	26 Pay Periods	26 Pay Periods	26 Pay Periods
Salary Grade Steps	2	3	4	5

Employment beginning on the first working day of a pay period shall be considered as beginning on the first calendar day of that pay period. If the first working day is after the first Monday (Tuesday if Monday is a holiday or if the employee's regular schedule begins on a Tuesday) of the pay period, time will accrue from the first day of the next pay period for step increases and eligible fringe benefit accrual.

Other than military leave, a leave-of-absence without pay exceeding seven (7) consecutive calendar days in a pay period shall defer a merit increase eligibility date by an amount equal to the number of pay periods during which the employee was on leave-of-absence without pay.

- D. An employee in a regular part-time position shall be treated identically to an employee in a regular full-time position except that merit increases shall be granted in the same proportion as hours of work relate to the hours of work of a regular full-time position.
- E. Advancement within a salary range is not automatic for merely completing a specific period of service but rather based on merit as documented on a performance evaluation form prescribed by the Director of Human Resources or his her designee. The merit increase shall consist of one step on the salary schedule for the class.

A performance evaluation must be submitted within six (6) pay periods following the employee's performance evaluation eligibility date. If the supervisor fails to

render a performance evaluation within the specific timeframe, then the employee shall receive, if available, a salary step increase retroactive to the employee's performance evaluation eligibility date.

- F. An overall rating of either unacceptable or improvement needed requires a performance re-evaluation no later than seven (7) pay periods following the scheduled merit increase eligibility date. If the employee shows no improvement, the appointing authority must recommend action to be taken.
- G. Merit Increase Deferral: If, in the department head's (or designee's) judgment, the employee's performance does not merit a salary increase on the merit increase eligibility date, and a deferment of a decision accompanied by an effort at improved performance might be productive, the department head shall complete the structured merit rating and defer a decision regarding the merit increase. A merit increase decision may be deferred for any number of pay periods, not to exceed 13 pay periods. A merit increase may be deferred only once for any given step on the grade for the class. A department head may re-open the matter by submitting another merit rating and recommendation. At the end of the deferral period, the employee must be re-evaluated and a decision must be made to grant or deny the merit increase. An employee's merit increase eligibility date shall not be changed by any deferment.
- H. Merit Increase Denial: If in the department head's (or designee's) judgment, the employee's performance is unacceptable or improvement is needed and the employee's performance does not merit a salary increase on the merit increase eligibility date, or after a period of deferment, the merit increase shall be denied until the next evaluation cycle twenty-six (26) pay periods from the most recent evaluation due date.
- I. If an employee's merit increase eligibility date is overlooked through an error and, upon discovery of the error, the employee is recommended for merit increase, the employee shall be compensated for the additional salary he or she would have received dating from the original merit increase eligibility date.

5.5 Salary Upon Promotion

Any regular or probationary employee who is promoted to a position with a higher salary range (top step) shall receive the recruiting salary for the class or such higher amount as would constitute at least a five percent (5%) increase over the salary received prior to the promotion, not to exceed the top step of the new classification. When circumstances warrant, the Director of Human Resources, or his/her designee, may authorize the filling of the position at a step within the new salary range that is greater than the minimum increase set forth above. The effective date of all promotions shall coincide with the first day of the pay period.

5.6 Salary Upon Transfer

When an employee is transferred from one class and department to another in the same class, the salary and merit increase eligibility date shall not change.

5.7 Salary Upon Demotion

When a regular employee is demoted for reasons of unsatisfactory performance, the employee's salary shall be reduced one step, or he/she shall receive the maximum salary step of the new class, whichever is lower. The merit increase eligibility date shall be the first day of the pay period following completion of the number of pay periods of service corresponding to the required period of service as is governed by this Memorandum of Understanding.

If a regular employee in good standing is demoted as an accommodation for ADA purposes, he or she shall receive the highest salary in the new classification that does not exceed the rate of pay received immediately prior to demotion. The merit increase eligibility date prior to demotion shall be retained.

A promotional probationary employee demoted to a class formerly occupied in good standing shall retain the step status, probationary status and merit increase eligibility date that would have been achieved if he/she had remained in the lower class.

5.8 Salary Upon Reclassification

The salary of an incumbent regular or probationary employee in a reclassified position shall be determined as follows, if the incumbent remains in the reclassified position:

- A. If the position is reclassified to a class with the same salary range, the salary and the merit increase eligibility date will not change.
- B. If the position is reclassified to a class with a higher salary range, reclassification shall be considered to be a promotion.
- C. If the position is reclassified to a class with a lower salary range, the salary shall be determined as follows:
 1. If the salary of the employee is the same or less than the maximum of the new class, the salary and merit increase eligibility date shall not change.
 2. If the salary of the employee is greater than the maximum salary of the new classification, the salary shall be designated as a Y-Rate and shall not change during continuous regular service until the maximum of the new classification exceeds the salary of the employee or until the period of time indicated in the schedule below has elapsed, whichever is sooner. If, at the end of the calendar period indicated below, the salary still exceeds the maximum of the new salary range for the new classification, the salary shall be reduced to the maximum salary for the new class.

Years of Continuous Regular Service	Effective Date of Salary Change
Less than 5	2 years from date of reclassification
5 but less than 10	3 years from date of reclassification
10 but less than 15	4 years from date of reclassification
15 but less than 20	5 years from date of reclassification
20 but less than 25	6 years from date of reclassification
25 or more	7 years from date of reclassification

5.9 Longevity Compensation

- A. All employees in a regular or limited-term position shall be entitled to an increase in compensation based upon completion of the years of continuous full-time service listed below.

10 years	2.5%
20 years an additional	2.5%
25 years an additional	2.5%
30 years an additional	2.5%
35 years an additional	2.5%

- B. All employees 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.
- C. Upon qualifying for longevity increase, any further pay increase shall be in addition thereto and not restricted or reduced by the longevity increase.

5.10 Working Out of Class

- A. A working out-of-class assignment occurs when an employee receives a formal, written assignment by a department head to perform majority of the work characteristics of a higher paying classification. With prior approval from the Director of Human Resources, a department head may assign a qualified employee the duties of another position in a higher classification which (a) is specifically allocated to the department and (b) requires the duties to be performed for not less than four (4) pay periods. Such temporary assignment shall not be considered a promotion. The employee 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 assignment, not to exceed the top step of the new grade, effective at the beginning of the assignment.
- B. If the employee is eligible for a merit increase in the class occupied prior to the temporary assignment, he or she will be eligible for a rate increase on the temporary assignment class grade so long as the increase in the prior class results

in more than the rate being earned on temporary assignment.

- C. The Director of Human Resources shall periodically monitor the use of working out of class to ensure that employees are not in a working out of class status for more than one (1) year from appointment.

5.11 Changes in Salary Allocation

If a class is reassigned to a different salary grade, each employee in the class shall be compensated at the same step in the new salary grade as he/she was receiving in the grade to which the class was previously assigned.

5.12 Reserved For Future Expansion

5.13 Overpayment / Underpayment

- A. This provision applies when the Auditor-Controller determines that an error has been made to 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, which shall include the option to meet with the Auditor to discuss the over/underpayment. As used in this section:

1. "Earnings" means the biweekly rate of pay including additional pays, differentials and overtime.
2. "Taxes" means payment of Social Security, Medicare or State Disability taxes; excluding federal and state withholding taxes.
3. "Deductions" means employee paid deductions, including but not limited to medical premiums and retirement deductions; excluding voluntary deductions (such as deferred compensation) and Association deductions.
4. "Accrued Leave" means vacation, sick leave, compensatory time off and all other types of authorized leave with pay.
5. "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.
6. "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.

- B. 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:
1. Full payment through a payroll adjustment if total amount of reimbursement does not exceed biweekly earnings.
 2. Full payment by personal check, money order or cashier's check if total amount of reimbursement exceeds biweekly earnings.
 3. For installments made through payroll, the number of installments shall not exceed the number of pay periods over which the error occurred.
 4. An alternative method mutually agreed upon by the employee and the Auditor-Controller.
- C. 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:
1. Full payment through a payroll adjustment if total amount of reimbursement does not exceed biweekly earnings.
 2. Full payment by personal check, money order or cashier's check if total amount of reimbursement exceeds biweekly earnings.
 3. For installments made through payroll, the number of installments shall not exceed the number of pay periods over which the error occurred.
 4. An alternate method mutually agreed upon by the employee and the Auditor-Controller.
- D. 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.
- E. In the case of an underpayment, the County will pay the employee a one-time adjustment through payroll. The limit described in number 7 of this section shall not apply to underpayments.
- F. 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.

- G. 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.
- H. 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.
- I. 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.
- J. Any disagreement concerning actions taken under this sub-section, may be referred to the grievance procedure contained in this MOU.

6. BENEFITS

6.1 Medical Insurance

Regular employees have the option of becoming members of the Public Employees Medical and Hospital Care Act ("PEMHCA" or "PERS Health") insurance program. The County's monthly contribution to provide health insurance benefits for the individual employee and the employee's eligible dependents shall be adjusted in accordance with the Minimum Employer Contribution ("MEC") established by the Public Employees Medical and Hospital Care Act.

6.2 Retiree Medical Insurance

All employees who have concurrently retired from the County and from the California Public Employees' Retirement System ("PERS") may participate in the PERS Health insurance program at their own expense. The County shall contribute the Minimum Employer Contribution ("MEC") established by PERS.

6.3 Cafeteria Plan

- A. Effective for coverage beginning January 1, 2017, the County's contribution toward the cafeteria plan shall be set at seventy-five percent (75%) of the 2017 PEMHCA Bay Area Kaiser Permanente family rate minus the PEMHCA MEC.

Effective for coverage beginning January 1, 2018, the County's contribution toward the cafeteria plan shall be set at seventy-five percent (75%) of the 2018 PEMHCA Bay Area Kaiser Permanente family rate minus the PEMHCA MEC.

Effective for coverage beginning January 1, 2019, the County's contribution toward the cafeteria plan shall be set at seventy-five percent (75%) of the 2019 PEMHCA Bay Area Kaiser Permanente family rate minus the PEMHCA MEC.

- B. An employee may use the County's contribution to the cafeteria plan toward the medical insurance plan for which s/he has elected to enroll.

An employee who has unused (unspent) cafeteria plan contributions shall retain those contributions as additional earnings (wages) but only to a maximum of three hundred thirty-four and fifty-eight cents (\$334.58) per month.

- C. An employee who waives health insurance because the employee demonstrates to the County that s/he has alternate health insurance coverage shall receive \$500.00 per month minus the PEMHCA MEC.

- D. A regular part-time or limited term part-time employee shall receive a pro-rata amount of the total sum of the PEMHCA MEC and the cafeteria plan contribution of the full-time employee in proportion to the relationship their basic workweek bears to forty (40) hours. That total amount shall first be allocated to the PEMHCA MEC and any remaining employer contribution shall then be allocated to the cafeteria plan.

- E. Additionally, with the pay period that includes the later of October 8, 2017 or the beginning of the first pay period following adoption of the 2017 collective bargaining agreement, an employee enrolled in PEMHCA for "employee plus two or more dependents" shall receive a County contribution of fifty dollars (\$50.00) per month into the Cafeteria Plan. Said employee may use this County contribution for health insurance premium conversion, health care reimbursement account, and/or dependent care reimbursement account. In the absence of a cafeteria plan election form, the County contribution shall be used for health insurance premium conversion. The County contribution shall sunset at the end of the pay period which includes the expiration of the 2017-2019 collective bargaining agreement.

- F. During an annual open enrollment period (normally November), an employee may elect to enter into a salary reduction agreement with the County whereby the County will direct the amount of the salary reduction on a pre-tax basis into to the employee's Health Care Reimbursement Account (HCRA). The employee's election is irrevocable until the next open enrollment period, except on the occurrence of a qualifying event specified in the County's Plan Document. The employee will forfeit all unused funds remaining in his or her HCRA at the end of the plan year or at the end of the grace period, if any, allowed under the County's Plan Document, whichever is later. During the period allowed under the Plan Document, the employee may use the funds in his or her HCRA to obtain reimbursement for otherwise unreimbursed eligible medical expenses.

- G. During the annual open enrollment period (normally November), an employee may elect to enter into a salary reduction agreement whereby the County will direct the amount of the salary reduction on a pre-tax basis into the employee's Dependent Care Assistant Plan ("DCAP") account. The employee's election is irrevocable until the next open enrollment period, except on occurrence of a qualifying event specified in the County's Plan Document. The employee will forfeit all unused funds remaining in his or her DCAP account at the end of the plan year or at the end of the grace period, if any, allowed under the County Plan Document, whichever is later. During the period allowed under the Plan Document, the employee may use the funds in his/her DCRA to obtain reimbursement eligible dependent care expenses.

6.4 Dental Insurance

Regular full-time and limited-term full-time employees are eligible for dental insurance coverage for the employee and eligible dependents beginning on the first of the month following six (6) months of continuous service with the County. Effective beginning the latter of full adoption of the collective bargaining agreement or the pay period which includes November 1, 2015 the eligibility period for the dental insurance for all new employees shall begin the month following appointment with the County.

The County pays one hundred percent (100%) of the monthly dental care insurance premium on behalf of each regular or limited term full-time employee and his or her eligible dependents. The County will pay a prorated amount of the full-time contribution for regular or limited-term part-time employees in proportion to the relationship that their basic workweek bears to forty (40) hours. Premium amounts in excess of the County contribution will be paid by the participating employee by payroll deduction.

The County shall maintain the existing dental insurance benefits throughout the term of this Agreement. However, it is understood that insurance plan providers from time to time mandate changes in benefits and the County has no responsibility for replacement of benefits which may be eliminated or modified by any plan provider.

The County reserves the right to provide additional dental insurance plans.

6.5 Vision Insurance

Regular or limited-term full-time employees are eligible for Vision insurance coverage for the employee and eligible dependents beginning the first of the month following appointment with the County.

The County pays one hundred percent (100%) of the monthly vision plan insurance premium rate charged on behalf of each regular or limited-term full-time employee and his/her eligible dependents. The County will pay a prorated amount of the full-time County contribution for regular part-time or limited-term part-time employees in

proportion to the relationship their basic workweek bears to forty (40) hours. Premium amounts in excess of the County contribution will be paid by the participating employee by payroll deduction.

The County shall maintain the existing vision insurance benefits throughout the term of this Agreement. However, it is understood that insurance plan providers from time to time mandate changes in benefits and the County has no responsibility for replacement of benefits which may be eliminated or modified by any plan provider.

The County reserves the right to provide additional vision insurance plans.

6.6 Life Insurance

Regular or limited-term full-time employees are eligible for life insurance coverage and accidental death and dismemberment insurance for the employee beginning the first of the month following appointment with the County.

The basic life insurance policy and the accidental death and dismemberment insurance policy are each valued at one and one-half (1½) times the employee's annualized monthly wage valued up to the next thousand dollars (e.g., if annualized wage equals \$21,100 then life insurance policy is valued at \$32,000 ($1.5 \times 21,100 = 31,650$ rounded up) to a maximum policy of three hundred fifty thousand dollars (\$350,000). An employee may purchase supplemental life insurance under costs, terms and conditions specified by the insurance plan provider.

The County pays one hundred percent (100%) of the life insurance premium on behalf of each regular or limited-term full-time employee and his/her eligible dependents. The County will pay a pro-rated amount of the full-time premium for regular or limited-term part-time employees in proportion to the relationship their basic workweek bears to forty (40) hours.

The County shall maintain the existing life insurance benefits throughout the term of this Agreement. However, it is understood that insurance plan providers from time to time mandate changes in benefits and the County has no responsibility for replacement of benefits which may be eliminated or modified by any plan provider.

The County reserves the right to provide additional life insurance plans.

6.7 Deferred Compensation

A Deferred Compensation Program as established by the Board of Supervisors is available to all employees employed in regular or limited-term positions. Such programs are hereby incorporated by reference.

To encourage County employee participation in the deferred compensation program, the County will contribute a dollar for dollar match up to a maximum of five dollars (\$5.00)

per pay period to the deferred compensation account of any County employee who is actively enrolled in the deferred compensation program.

6.8 Short Term Disability Insurance

The County participates in the State Disability Insurance program for employees represented by this bargaining unit, and employees shall have deducted from their paychecks the cost of the State Disability Insurance program.

6.9 Long Term Disability Insurance

Employees represented by this bargaining unit participate in the County-sponsored long term disability insurance program. Long Term Disability insurance for the employee only, with a maximum monthly benefit of ten thousand dollars (\$10,000), is available to employees beginning on the first day of the month following the employee's date of hire, at no cost to the employee.

6.10 Retirement

A. PERS Contract.

Subject to the terms of this subsection 6.10, the County will maintain its contract with the State Public Employees' Retirement System (PERS) and the benefits currently provided there under.

B. PEPRA Tier.

Effective January 1, 2013 the County implemented a new Miscellaneous Member pension tier and a new Safety Member pension tier for this bargaining unit in accordance with and subject to the terms of the Public Employee Pension Reform Act of 2013. The new pension tiers are referred to in this MOU as the "PEPRA Miscellaneous tier and the PEPRA Safety-Light tier, respectively."

C. PEPRA Basic Retirement Formula.

For non-safety (miscellaneous) employee required by law to participate in the PEPRA Miscellaneous tier, the PEPRA established a pension formula of two percent (2%) of pensionable compensation for each qualifying year of service at the normal retirement age of sixty-two (62) years. For purposes of this formula, PERS will calculate an eligible retiree's pension based on the average annual pensionable compensation earned by the member during the thirty-six (36) consecutive month period immediately preceding retirement (or date of last separation from service if prior to retirement) or any other period of thirty-six (36) consecutive months during the member's applicable service that the member designates.

For Safety-light employees required by law to participate in the PEPRA tier, the PEPRA established a pension formula of two percent (2%) of pensionable

compensation for each qualifying year of service at the normal retirement age of fifty-seven (57) Years. For purposes of this formula, PERS will calculate an eligible retiree's pension based on the average annual pensionable compensation earned by the member during the thirty-six (36) calendar month period immediately preceding retirement (or date of last separation from service if prior to retirement) or any other period of thirty-six (36) consecutive months during the member's applicable service that the member designates.

D. Disputes Over PEPRA.

If an employee or the Association disputes the manner in which the County applies the PEPRA Tier to a bargaining unit member, neither the Association nor employee may submit the matter as a grievance under the Grievance Procedure set forth in Section 19 below. However, nothing herein shall preclude the complaining employee or Association, jointly or independently, and the County Counsel of Solano County from agreeing in writing to submit the dispute to binding arbitration on such terms as they may mutually agree in writing. If any term of this MOU conflicts with the PEPRA or any amendment thereto, the PEPRA or such amendment will prevail.

E. Pre-PEPRA Tier 1.

The County's contract with the Public Employees Retirement System provides Miscellaneous Retirement (2.7% @ age 55) for employees in the bargaining unit who are not required by law to participate in the PEPRA Tier and who are not participants in the formula described in **6.10.F** below.

The County's contract with the Public Employees Retirement System provides the Safety Light Retirement (2% at age 50) for employees in the bargaining unit who are not required by law to participate in the PEPRA Tier and who are not participants in the formula described in **6.10.F** below.

F. Pre-PEPRA Tier 2.

The County amended its contract with CalPERS to provide employees hired on or after May 4, 2012 in bargaining unit classifications with a Miscellaneous formula of 2% @ age 60 in lieu of the 2.7% at age 55 formula described in subsection **6.10.E** above. This provision applies to employees who are not eligible under the County's contract with PERS to participate in the pension tier described in paragraph **6.10.E** above and who are not required by law to participate in the PEPRA tier described in paragraph **6.10.C** above.

The County amended its contract with CalPERS to provide employees hired on or after January 17, 2011 in bargaining unit classifications with Safety Light Retirement formula of 2% at age 55 in lieu of the 2% at age 50 formula described in subsection **6.1.E** above. This provision applies to employees who are not

eligible under the County's contract with PERS to participate in the pension tier described in paragraph **6.10.E** above and who are not required by law to participate in the PEPRA tier described in paragraph **6.10.C** above.

G. Employee Payment of PERS Member Contributions.

1. PEPRA Member Contributions.

Members of the PEPRA Tier will contribute toward the PEPRA Tier employee contribution in an amount equal to not less than fifty percent (50%) of the normal cost of the new tier, as determined from time to time by PERS, or the amount of the contribution provided by this MOU for members of the PEPRA Tier, whichever is greater. Such contribution will be made by payroll deduction.

2. Non-PEPRA Member Contribution.

a. 2.7 at 55 Miscellaneous Tier.

Except as provided in paragraph **6.10.G.2.e.** below, Miscellaneous PERS member employees subject to the pre-PEPRA formula described in paragraph **6.10.E** above will, by payroll deduction, contribute six percent (6%) of PERSable wages toward the applicable PERS member contribution, and the County will pay the balance of the PERS member contribution.

b. 2.0 at 60 Miscellaneous Tier.

Except as provided in paragraph **6.10.G.2.e.** below, Miscellaneous employees subject to the pre-PEPRA formula described in paragraph **6.10.F** above will, by payroll deduction, contribute five percent (5%) of PERSable wages toward the applicable PERS member contribution, and the County will pay the balance of the PERS member contribution.

c. 2.0 at 50 Safety Tier.

Except as provided in paragraph **6.10.G.2.e.** below, employees who are subject to the pre-PEPRA safety formula described in paragraph **6.10.E** above will contribute six percent (6%) of PERSable wages toward the applicable PERS member contribution by payroll deduction, and the County will pay the balance of the PERS member contribution.

d. 2.0 at 55 Safety tier.

Except as provided in paragraph **6.10.G.2.e.** below, employees who are subject to the pre-PEPRA safety formula described in paragraph **6.10.F** above will contribute four percent (4%) of PERSable pay toward the applicable PERS member contribution by payroll deduction, and the County will pay the balance of the PERS member contribution.

e. Employee Payment of Entire PERS Member Contribution After Board Action.

Notwithstanding the terms of paragraphs **6.10.2.a.**, **6.10.2.b.**, **6.10.2.c.** and **6.10.2.d.** above, effective beginning with the pay period following adoption of this MOU by the Board of Supervisors, miscellaneous and safety employees will pay the entire PERS member contribution, and the County will simultaneously cease making any portion of the PERS employee member contribution.

3. Employee Payment For Pre-PEPRA Formula Enhancement.

In November, 2002, the County amended its contract with PERS to provide for the above-referenced 2.7% @ 55 retirement formula. The cost of this benefit was established by PERS (\$ 75,036,452). The Parties agreed that such cost would be the responsibility of the employees. The county agreed to allow the employees to pay for that plan enhancement by payroll deduction with the cost amortized over twenty (20) years. That payment will continue to take the form of a percentage deduction made from the paycheck of each employee in the unit, until the above established cost has been recovered. Each year (July) the County will calculate the amount due for the subsequent 26 pay periods, based on the formula presented during negotiations (see Appendix E).

4. Employee Payment of Employer Contributions.

If the County's PERS Miscellaneous employer rate for the above referenced CalPERS Miscellaneous employee pension formulas exceeds fourteen percent (14%) of PERSable compensation, employees and the County shall share equally the amount that exceeds fourteen percent (14%) but is equal to or less than sixteen percent (16%). The County will pay the entirety of contributions that exceed sixteen percent (16%) of pensionable compensation.

If the County's PERS Safety employer rate for the above referenced CalPERS Safety employee pension formulas exceeds fifteen percent (15%) of PERSable compensation, employees and the County shall share equally the amount that exceeds fifteen percent (15%) but is equal to or

less than eighteen percent (18%). The County will pay the entirety of contributions that exceed eighteen percent (18%) of pensionable compensation.

5. Pre-Tax Treatment PERS Member Contributions.

To the extent permitted by applicable law, employee contributions toward the Employee's or County's PERS contributions made pursuant to this MOU will be deducted on a pre-tax basis pursuant to and in accordance with section 414(h)(2) of the Internal Revenue Code.

6.11 Social Security and Medicare

All employees shall have coverage under Federal Social Security in accordance with the provisions of law. This system requires contributions by both the employee and employer in accordance with schedules provided by the federal government.

All employees shall have coverage under Medicare in accordance with the provisions of law. This system requires contributions by both the employee and employer in accordance with schedules provided by the federal government.

6.12 Education Reimbursement

A. Objective

The Tuition Reimbursement Program is designed to encourage employees to continue their self-development by enrolling in classroom or online courses which will prepare them in new concepts and methods needed to meet the changing demands of County services.

B. Eligibility of Employees for Tuition Reimbursement

Only full-time employees filling regular positions, on other than a limited-term basis, who have completed their initial County probationary period and who are performing their jobs satisfactorily are eligible to participate in the Tuition Reimbursement Program. Employees in Federally funded, limited-term positions are eligible to participate in the program provided such reimbursement can be provided by Federal funds. Employees are not eligible for reimbursement if their educational costs are being defrayed by another agency such as the U.S. Veterans' Administration, the California State Department of Veteran's Affairs or the Commission on Peace Officer Standards and Training.

Part time employees are eligible after 5 years of continuous employment. Part time employees shall not be eligible for County time off under this program; however, they shall be entitled to reimbursement up to the maximum prorated amount in proportion to the relationship their basic workweek bears to forty (40) hours.

C. Policy for Tuition Reimbursement

1. Courses must be related to the work of the employee's position, career development or occupation in such a fashion as will offer substantial benefit to the County.
2. Courses which are directly related to the employee's work may be taken on not more than 50% of the County's time. Employees taking approved courses which encroach on their scheduled working hours may be granted paid time off for such encroaching hours up to a total maximum amount of paid time off from work equal to 50% of the class time. Courses not directly related to the employee's work, such as career development, shall be on the employee's own time.
3. Courses must be taken for credit; audited courses will not be reimbursed.
4. Courses must be taken at accredited institutions. Correspondence courses from reputable institutions will be considered only when equivalent courses are not available at local accredited schools, or when the employee's circumstances prevent him/her from attending local courses.
5. Prerequisite courses for eligible courses or courses which are required for the completion of a specific program are also eligible for tuition reimbursement. However, reimbursement shall not be made until the appropriate eligible courses have been satisfactorily completed.
6. Courses are not eligible for tuition reimbursement if they:
 - a. Are taken to bring unsatisfactory performance up to an acceptable level, unless the course is directed to correct a deficiency.
 - b. Are taken to acquire skills or knowledge which the employee was deemed to have when appointed.
 - c. Duplicate in-services training which is available.
 - d. Duplicate training which the employee has already had.
7. Conventions, workshops, institutes, etc., are not included in the Tuition Reimbursement Program.
8. Reimbursement shall be subject to certification by the department concerned that the course of study is directly related to the work of an employee.

9. Requests for reimbursement must be approved before the course is undertaken and such approval shall be subject to the availability of funds for tuition reimbursement within the Department of Human Resources.
10. Reimbursement shall be made only upon presentation of evidence of payment for and successful completion of courses (as evidenced by a passing grade) and a satisfactory (standard or above) current performance evaluation. The request must be submitted within the same fiscal year the course was completed.

D. Nature of Reimbursement

1. Reimbursement may be made in the amount of fifty percent (50%) of actual out-of-pocket expenditures for tuition, registration fees, laboratory fees and required textbooks. Other related expenses and incidental costs are not reimbursable.
2. Reimbursement shall be limited as follows:
 - a. No employee shall be reimbursed for more than two (2) courses in a single semester or quarter.
 - b. The maximum reimbursement that may be received by an employee in one fiscal year shall be one thousand one hundred (\$1,100) dollars.
 - c. An employee shall be reimbursed for expenses totaling five dollars (\$5.00) or more for a single course. Expenses less than five dollars (\$5.00) for a single course are not reimbursable.
 - d. No employee shall be reimbursed for non-resident fees above the normal resident fees.

E. Procedure for Tuition Reimbursement

1. The employee shall submit his/her request to their department head who shall either recommend approval of the request or deny it, based on the criteria set forth in this policy. If the department head recommends approval, he/she shall forward the application to the Director of Human Resources or his/her designee.
2. The employee shall apply for Tuition Reimbursement through such supervisory channels as are designated by the head of his/her department, on forms provided by the Director of Human Resources or his/her designee.

3. An employee may appeal denial of the request by the department head to the Director of Human Resources or his/her designee and the director of Human Resources' or his/her designee's decision (unless the reason for denial is a lack of funds) to the grievance procedure provided in this MOU.
4. Upon completion of an approved course, the employee shall request the institution to certify fees paid and grade achieved, and to send certification to the Human Resources Department. The employee shall also present evidence of payment of required textbook costs.
5. The department head may require that the employee evaluate the course in writing and forward such evaluation to the Human Resources Department through normal supervisory channels.

F. Continued Services Requirement

An employee must continue in a full time, regular position in the County service for one (1) year from the date of completion of the course. Failure to continue in the County service, through resignation or discharge, will result in the forfeiture of any tuition reimbursement payments received less than one (1) year prior to separation. In such situation, the Association agrees that the Auditor-Controller is authorized to make a deduction from the employee's final payroll warrant for the appropriate amount of tuition reimbursement to be forfeited.

6.13 Continuing Education Days

With the approval of the Deputy Director of Health and Social Services – Mental Health, or designee, a probationary, or regular full time Mental Health Services Manager (Senior) or Mental Health Services Manager, who is required to possess licensure by the State of California Board of Behavioral Services may be granted up to thirty-six (36) hours per fiscal year (pro-rated for regular part-time employees) to attend continuing education courses required for licensing as accepted by the Board of Behavioral Sciences. The continuing education hours granted will be for class hours only. Any other expenses will be the responsibility of the employee. Mileage will be paid for attendance at continuing education classes.

With the approval of the Director of Health and Social Services or other appropriate departmental authority, a probationary, or regular full time Nursing Manager or Nursing Supervisor, Health Services Manager (Senior), Health Services Manager, Occupational Health Program Manager, Public Health Nurse Manager, or any classification that is required to possess licensure by the State of California Board of Registered Nurses may be granted up to thirty (30) hours per fiscal year (pro-rated for regular part-time employees) to attend continuing education courses which meet the requirements of Article 5, section 1456 of the Board of Registered Nursing Continuing Education Regulations. The continuing education hours granted will be for class hours and

reasonable travel time only. Any other expenses will be the responsibility of the employee. Mileage will be paid for attendance at continuing education classes.

With the approval of the Director of Health and Social Services or other appropriate departmental authority, a probationary, or regular full time Dentist Manager, Supervising Psychiatrist or Clinic Physician Supervisor required to possess licensure by the State of California Board of Dentistry or Board of Medicine may be granted up to fifty (50) hours per license renewal cycle (pro-rated for regular part-time employees) to attend continuing education course which meet the requirements of the Board of Dentistry or Medicine, whichever applies for continuing education credit toward maintaining the employee's license. The number of hours allowed under this provision for the renewal cycle in progress on that date will be limited to the number of hours remaining for the employee to complete their continuing education requirement for the employee's next license renewal.

Requests for continuing education time must be made at least two weeks in advance of the course on forms approved by the Director of Health and Social Services, or his/her designee, and a copy of the course brochure must accompany the request. Requests will not be unreasonably denied. The maximum, annual or license cycle specified above are not cumulative. The time off to attend continuing education must be claimed to personal leave until documentation of attendance is received. Mileage will be paid for attendance at continuing education classes.

For the classes of Dentist Manager, Supervising Psychiatrist or Clinic Physician Supervisor, Continuing Education Hours (CEH) may be carried over to the next fiscal year if the employee is denied the opportunity to use his/her CEH leave during the fiscal year. Employees must request to use CEH leave for it to be considered denied. No more than one year CEH leave may be carried over to the next fiscal year and total CEH leave carry over may not exceed one hundred (100) hours at any time.

Effective the first full pay period including July 1, 2016 and each July 1st thereafter, employees in the classifications of Dentist Manager, Supervising Psychiatrist or Clinic Physician Supervisor, shall receive cash payment of Fifteen Hundred Dollars (\$1,500). This payment is to partially offset tuition and /or registration fees and the cost of course related materials for continuing education requirements. This payment shall be made in advance. Employees who start County employment after July 1st, shall receive within the employees first two full pay-period paychecks following date of hire, the pro-rata amount based on the number of full pay periods remaining in the fiscal year from the date of hire. This payment shall be prorated for less than full-time employees.

Effective the pay period following Board Adoption, employees in the classifications of Dentist Manager, Supervising Psychiatrist or Clinic Physician Supervisor, shall receive a one-time proration of the annual \$1500 cash payment in proportion to the number of remaining pay periods in the Fiscal Year.

7. SAFETY AND WORKERS' COMPENSATION

7.1 Safety

The County shall expend every effort to ensure to it that the work performed under the terms and conditions of this Memorandum of Understanding is performed with a maximum degree of safety consistent with the requirement to conduct efficient operations.

Complaints concerning safety will be forwarded to the Risk Manager.

7.2 Workers' Compensation

- 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) calendar days of such absence. Thereafter, accrued leave shall be integrated with workers' compensation temporary disability benefits pursuant to **Section L**, 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. If the injury or illness is determined to be work-related, leave benefits will be restored in accordance with **Section B**, above. Thereafter, an employee shall integrate accrued leave with workers' compensation temporary disability benefits pursuant to **Section L**, 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. Failure to apply for and receive State Disability Insurance benefits will void continuation of health benefits as provided by **Sections E, F, G and H**, below.
- E. The County will continue to pay the employer share of the monthly premium for medical, vision, dental, long-term disability insurance and life insurance coverage on behalf of a qualified regular full or part-time employee who is receiving temporary disability benefits from 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, long-term disability insurance 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 for the period 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 receiving Workers' Compensation temporary disability. Employees may be required to submit to an independent medical evaluation to determine the extent of their disability.
- H. Employees receiving SDI 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 Workers' Compensation.
- K. An employee who has returned to work following a work-related injury or illness will be allowed up to two (2) hours paid County time-off to attend repeat medical appointments or follow-up visits related to a work-related injury or illness. Such appointments should be scheduled during the employees off duty hours whenever possible, and must be approved in advance by the County's workers' compensation insurance carrier when attended on County time. County time-off may be used during the first ninety (90) calendar days, following return to work, after the work-related injury or illness. After ninety (90) calendar days, sick leave or other accrued leave time must be used.
- L. 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 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 Insurance integration is not retroactive beyond one (1) 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, bilingual differential and longevity compensation as applicable. Employees must integrate all required leave to equal 100% of their full time equivalent position.
4. 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. When sick leave balances are exhausted the employee will be notified by department payroll that other accumulated leave will be integrated.
5. Employees will provide the County with appropriate medical information which includes a prognosis for the return to work.

7.3 Temporary Modified Duty Assignments

In the event an injured worker is released by their doctor to return to work for temporary light or modified duty, the employee must make a written request to their Department Head for such assignment. A doctor's statement must accompany the written request, specifying the tasks and duties the employee is currently capable to perform, as well as an estimate as to the duration of the medical condition precluding the employee's return to regular, full duty. The written request will be considered by the Department, and may be allowed, if in the Department Head's sole discretion, a temporary light duty assignment is appropriate and available. The Department Head or his/her designee will determine whether or not a light duty assignment will be made, as well as the scope of the assignment and its duration.

An employee may request and may be granted multiple light duty assignments during his/her employment with the County.

Injured workers will be accommodated under the workers' compensation laws and Americans with Disabilities Act. Reasonable accommodation will be made in accordance with California workers' compensation laws and the Americans with Disabilities Act.

8. INCENTIVES AND DIFFERENTIALS

8.1 Standby Pay Differential

Standby is any time other than time when the employee is actually on duty during which an employee is not required to be on County premises but stand ready to immediately report for duty and must arrange so that he/she can be reached on ten (10) minutes notice or less. Classifications may be assigned standby duty by a Department Director, with the prior approval of the Human Resources Director and the CAO.

If an employee is placed on weekday standby duty, such employee shall be compensated for the time spent on assigned standby at four dollars (\$4.00) per hour. If such standby is spent on weekends or holidays, the employee shall be compensated at five dollars (\$5.00) per hour.

For purposes of this section, a weekday is defined as from 5:00 p.m. to 8:00 a.m. (15 hours). A Saturday is defined as 5:00 p.m. Friday to 12:00 midnight Saturday (31 hours). A Sunday is defined as 12:00 midnight Saturday to 8:00 a.m. Monday (32 hours). A holiday is defined as 5:00 p.m. on the evenings preceding a fixed, recognized County holiday to 8:00 a.m. on the morning following the holiday (39 hours) except as follows. If a holiday falls on a Monday, Holiday Standby shall commence at 8:00 a.m. Monday and end at 8:00 a.m. Tuesday (24 hours). If a holiday falls on a Friday, Holiday Standby shall commence at 5:00 p.m. Thursday and end at 8:00 a.m. Saturday (39 hours).

8.2 Shift Pay Differential

- A. Any employee, who works an assigned swing or graveyard shift, shall, in addition to his or her regular salary, be paid a shift differential for each swing or graveyard shift actually worked.
- B. For purposes of this Section a swing shift is defined as a work shift of eight (8) consecutive hours or more which includes at least four (4) hours of work between the hours of 5:00 p.m. and prior to 10:00 p.m. Graveyard shift is defined as a work shift of eight (8) consecutive hours or more which includes at least four (4) hours or more of work between the hours of 10:00 p.m. and prior to 5:00 a.m. Overtime which is worked as an extension of an assigned day or swing shift shall not qualify an employee for night shift differential.
 - 1. An employee who works a swing shift as defined above, shall receive five and one-half percent (5.5%) per hour above the employee's hourly rate for each hour actually worked on a swing shift.
 - 2. An employee who works an assigned graveyard shift as defined above shall receive six and three-quarters percent (6.75%) per hour above the employee's hourly rate for each hour actually worked on a graveyard shift.

9. VACATION

9.1 Full-time regular or limited-term employees shall accrue vacation benefits for each pay period of continuous service according to the following schedule:

<u>Pay Periods</u>	<u>Per Pay Period of Continuous Service</u>	<u>Maximum Earnable Vacation Accrual</u>
0 through 78	3.08 hours	160 hours
79 through 260	4.62 hours	240 hours
Over 260	6.16 hours	320 hours

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

9.2 Part-time regular or limited-term employees shall accrue vacation benefits in the same ratio to the vacation benefits received by regular or limited-term employees 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.

9.3 Absence without pay for more than 16 working hours in a pay period shall cause the pay period's service not to be counted toward earning vacation credit.

9.4 Employees terminating employment for reasons other than retirement may not use annual leave or compensatory time off as a termination date.

9.5 New hire employees may not take earned vacation until completion of 13 pay periods of continuous service. After completion of 13 pay periods of continuous service, employees may take vacation as it is earned. Employees in classes with a 26 pay period probationary period may take earned vacation after completion of 13 pay periods of continuous service. Once eligible, an employee may use vacation as an extension of sick leave.

9.6 Each department head shall be responsible for scheduling vacations so as to achieve the most efficient functioning of the department and County service. No person may work for compensation for the County in any capacity during the time of his or her paid vacation from County service.

9.7 Any employee separating from County service who has not taken earned vacation shall receive the hourly equivalent of his or her salary for each hour of earned vacation, up to the end of the last full pay period worked. 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 accrued vacation. 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.

- 9.8 An employee receiving pay in lieu of unused vacation may not be re-employed by the County in any capacity until the number of working days equal to the number of days paid vacation has elapsed following the effective date of separation.
- 9.9 If an employee was disabled during a scheduled vacation, sick leave may be substituted for vacation for the period of disability upon the presentation of medical verification signed by the treating physician(s) and submitted within five days after the employee's scheduled return. The doctor's verification shall explain the nature and extent of the disability and limitations imposed on the patient as well as treatment and period of time of incapacity. Approval to substitute sick leave for vacation is at the discretion of the Director of Human Resources.
- 9.10 With advance approval by the immediate supervisor, vacation benefits may be used to attend to emergency personal business in increments allowed by the County's payroll system. Employees are entitled to a reasonable expectation of privacy as to the specific nature of the emergency personal business. It is agreed that the nature of the emergency requiring personal leave may not permit more than minimal advance notice to the immediate supervisor.
- 9.11 An employee who has accumulated the maximum accrual for his/her years of service (160/240/320 hours) and who has taken eighty (80) hours of vacation within the previous 26 pay periods, may request payment for up to forty (40) hours of vacation pay by submitting a written request for payment to the County Administrator. Only one such request may be made or paid during any 12 calendar month period.
- 9.12 Prior to the beginning of each calendar year, an employee wishing to cash out up to forty (40) hours of vacation accruals, may make such a request between November 1st and by no later than December 20th of the preceding year. This election will be irrevocable. Payment will be made before December 31st of the next calendar year. Approval of such a request will be conditional upon:
- A. the projection that the employee will reach the maximum vacation accrual based on his/her years of service (160/240/280/320/440 hours) during the following calendar year;
 - B. the requirement for the employee to have accrued the requested number of hours to be cashed out; and
 - C. the requirement that the employee has taken at least eighty (80) hours of vacation during the calendar year in which the irrevocable election is made.

10. SICK LEAVE

- A. Regular or limited-term full-time employees shall accrue 3.70 hours of paid sick leave for each pay period. Sick leave may not be earned during a pay period in

which an employee is absent without authorization or absent without pay for more than 16 working hours.

If a leave of absence without pay is granted for two (2) days or less, an employee shall accrue paid sick leave in proportion to the relationship the time worked during that pay period bears to 80 hours. Time worked shall be computed to the nearest hundredth of an hour.

- B. Regular or limited-term part-time employees shall accrue paid sick leave in proportion to the relationship their basic workweek bears to 40 hours. Sick leave may not be earned during a pay period in which an employee is absent without pay for more than 15% of the regularly scheduled working hours.
- C. Sick leave may be used for illness, injury, pre-natal care or pregnancy or for medical, dental or ocular appointments. If a fraction of a day's sick leave is used, the leave charged 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. An employee may be required to furnish a certificate signed by a physician or nurse or other satisfactory evidence of illness.
- D. Regular or limited-term employees shall begin earning sick leave from the first day of the pay period following the pay period in which the employee commenced continuous service. If the commencement date was the first working day of a pay period, the first day of sick leave accrual shall be the first day of the pay period in which the service began.
- E. No more than 80 hours of sick leave annually may be granted to an employee or absence due to the care or attendance of ill or injured members of his or her immediate family.
- F. Sick leave may 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.
- G. No County employee shall be entitled to sick leave while absent from duty for sickness or disability sustained while on leave-of-absence without pay.
- H. 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, release from County employment as a result of a permanent reduction in the number of authorized regular help positions, or taking office as an elected County official. Employees terminating employment because of regular or disability retirement, death, release from County employment as a result of a permanent reduction in the number of

authorized regular help positions, or to take office as an elected County official, shall be paid for their accumulated unused sick leave in the following manner:

Convert all to the retirement health savings account

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.

An employee who is rehired within one year from his/her date of employment separation shall, upon rehire, have his/her previously accrued and unused sick leave added back to his/her sick leave accrued leave balance. For the purposes of this paragraph, the term “unused sick leave” means those sick leave hours which were accrued and not used in any fashion (e.g., hours used, paid out or converted as provided elsewhere within this Section 10).

I. A member of an employee’s immediate family means

- Grandparent
- Mother or Father
- Husband or Wife
- Registered domestic partner
- Person assuming the role of the employee’s spouse
- Son or daughter
- Brother or sister
- Grandchild
- Mother-in-law or Father-in-law of the employee
- A minor child for whom the employee has a parental relationship and/or legal custody
- A person acting in loco parentis for the employee, or
- Relatives living in the employee’s home.

J. Sick leave may be used for hospitalization of a member of an employee’s immediate family on the day of an operation, on the day of a birth of his or her child or in the event of a critical illness. Sick leave used for more than one (1) day may be authorized only if a doctor provides a written statement that the employee’s presence is required.

11. LEAVE CONTRIBUTION PROGRAM

The Leave Contribution Program assists employees who have exhausted accrued leave time due to serious or catastrophic illness or injury or other circumstances. Other

employees may donate time to the affected employee so that he or she can remain in paid status for a longer period of time to ameliorate the financial impact.

11.1 Eligibility for Leave Contribution Program

The receiving employee must:

- A. Be a regular full-time or regular part-time employee who has passed the initial County probationary period;
- B. Have exhausted all accumulated leave including vacation, sick leave, administrative leave and/or compensatory time off;
- C. Be unable to return to work for at least 30 days; and,
- D. Have applied and received approval for a leave of Absence Without Pay.

11.2 Benefits of the Leave Contribution Program

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 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 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 (3) months. However, if approved by the department head and the Director of Human Resources, 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 receiving employee's vacation balance on an hour-for-hour basis.

While an employee is using donated leave hours, no additional vacation or sick leave hours will accrue.

11.3 Guidelines for Donation for Leave Credits

- A. Accrued vacation, compensatory time off and/or administrative leave hours may be donated by any regular full-time or regular part-time employee who has completed his/her initial County probationary period.
- B. The total amount of time donated by one employee to another employee shall not exceed 40 hours.
- C. Initial leave donations must be a minimum of eight (8) hours and, thereafter, in four (4) hour increments. An employee may not donate leave hours which would

reduce his/her accrued vacation balance to less than 40 hours.

- D. The use of donated leave hours must be in consecutive one (1) shift increments (i.e., 8 hours for a full time employee working five eight-hour days/week).
- E. Leave donations are forfeited once made. If the receiving employee does not use all donated leave, any balance remains with the employee.
- F. In accordance with Internal Revenue Service (IRS) Ruling 90-29, leave donated for medical reasons will not be considered wages for the employee who donates the leave. It will not be included in gross income or be subject to withholding. An employee who donates leave incurs no deductible expense or loss either upon the donation or use by the recipient.

12. BEREAVEMENT LEAVE

Employees shall be entitled to 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
- A person acting in loco parentis for the employee
- Natural and step brothers and sisters of the employee
- Present spouse of the employee
- A person assuming the role of the employee's spouse
- Ex-spouse who is the natural parent of a minor child in the custody 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
- Son-in-law and daughter-in-law of the employee

Bereavement leave shall be a maximum of 40 hours within ten (10) consecutive calendar days, whether services are within the state or outside the State of California. Employees desiring more leave may request vacation or other appropriate leaves to be granted at the sole discretion of the department head.

A female employee who has a miscarriage or who gives birth to a stillborn child shall be eligible for bereavement leave in accordance with Section 12, paragraph two. This provision shall be applicable only to the employee having the miscarriage. Bereavement leave for a miscarriage shall not be applicable for any other family members identified in

Section 12, paragraph one.

13. OTHER LEAVES

13.1 Maternity Leave

Sick leave may be used during pregnancy upon certification by a physician that, due to pregnancy, an employee is no longer able to perform the duties of her position. Sick leave may be used after the birth 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 may request use of vacation, compensatory time off or a leave without pay following normal departmental procedures. A female 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.

13.2 Family and Medical Leave

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

13.3 Legal Proceedings / Jury Duty

- A. Any regular 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 connivance or misconduct of the employee shall be entitled to his or her regular County pay provided he or she deposits the fees for such services, exclusive of mileage, with the County Treasurer within thirty (30) calendar days after his or her excused absence for such proceedings. 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. Excused absence is the time necessary to actually engage in the activity, including travel time and required waiting time.
- B. Employees assigned to day shift, and who are released from jury duty, must return to work if there is at least one (1) hour of work time remaining in the work shift, exclusive of travel time.
- C. An employee assigned to swing shift shall not be required to be on jury duty and at work a combined total of more than twelve (12) hours. An employee assigned to grave shift is not required to report to work: 1) the day before he or she was committed for jury duty, 2) or served on a jury past 12:00 noon the day before.

D. Verification of time of release from jury duty is required.

13.4 Time Off for Blood Donation

Employees may take up to two (2) hours every three (3) months to donate blood. The employee will be required to provide proof that he/she in fact donated blood during this time. This provision shall not be exercised more frequently than once in any three (3) month period. This time shall not be cumulative and advance approval from the applicable department authority is required.

13.5 Time Off for Promotional Examination

If an exam is given during an employee's normal working hours, the employees shall be entitled to necessary time off away from work with pay for the purpose of taking qualifying or promotional examinations for County of Solano positions. This shall include resulting hiring interviews for which they may be eligible.

13.6 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 to the greater of either said law/code or one hundred ninety (190) hours per fiscal year.

An employee who resigns in order to enter military service shall have the right to return to County employment after the termination of his/her active military service as provided by Section 395.3 of the California Military and Veterans' Code and Title 38 U.S. Code, Chapter 43 (Veterans' Reemployment Rights).

13.7 Leave of Absence Without Pay

- A. Leave of absence without pay may be granted only to an employee having a satisfactory record. A department head may authorize a leave of absence without pay for up to thirty (30) calendar days for a regular or probationary employee. Successive leaves may not be granted by a department head.
- B. A regular employee may be granted a leave of absence without pay for more than thirty (30) calendar days upon written request and the recommendation of the department head to the Director of Human Resources or his/her designee and only upon the exhaustion of all other appropriate leave balances. Request for leave of absence without pay shall state the reasons for the requests, the date of commencement and the date of return. The request shall normally be initiated by the employee, but may be initiated by a department head. The department head shall recommend granting, modifying or denying the request and shall promptly transmit it to the Director of Human Resources or his/her designee for

consideration and approval.

- C. 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, if the request for the extension, processed as the original request, is made at least 10 days prior to the end of the original leave. The Director of Human Resources or his/her designee shall promptly be notified when an employee returns from a leave of absence without pay.
- D. Neither leave accruals nor benefits shall accrue while an employee is on leave of absence without pay.
- E. Immediately prior to or at the time of return from leave of absence, an employee may be required to submit a statement from a physician attesting to his/her physical and/or mental ability to return to work.
- F. If an employee desires to return to work before expiration of the leave of absence without pay, the department head may require reasonable notice of fifteen (15) calendar days or less.
- G. A leave of absence without pay may be revoked by the Director of Human Resources upon evidence submitted by the department head that the reason for granting leave was misrepresented or has ceased to exist.
- H. Failure to return at the expiration of a leave of absence or being absent without leave shall be considered an automatic resignation. An automatic resignation may be rescinded by the department head if the employee presents satisfactory reasons for his/her absence within three (3) days of the effective date of the automatic resignation.
- I. A leave of absence without pay may be granted for any of the following reasons:
 - 1. Illness or disability;
 - 2. Pregnancy
 - 3. To take a course of study which increases the employee's usefulness on return; or
 - 4. For other reasons acceptable to the department head and/or the Director of Human Resources.

14. HOLIDAYS

14.1 Holidays Eligibility

- A. Only regular, probationary and limited term employees are eligible for paid holidays.

- B. An employee must work or be paid for all or part of both the employee's regularly scheduled workday before and after a holiday to be eligible for that holiday.
- C. An employee terminating employment for reasons other than paid County retirement may not use annual leave, sick leave or compensatory time on the day after a holiday if the last actual working day falls before the holiday. A holiday or floating holiday shall not be used as the date of termination in order to be paid for that day.
- D. Part-time employees shall receive paid holidays on the same basis as their basic workweek relates to 40 hours, regardless of work scheduled.
- E. A full time employee, whose regularly scheduled day off falls on a paid holiday, shall be entitled to eight (8) hours of compensatory time off. Such compensatory time off shall be scheduled at the discretion of the department head within one year from the day of the holiday.

14.2 Fixed Paid Holidays

January 1 st	New Year's Day
Third Monday in January	Martin Luther King Jr's Birthday
February 12 th	Lincoln's Birthday
Third Monday in February	Washington's Birthday
Last Monday in May	Memorial Day
July 4 th	Independence Day
First Monday in September	Labor Day
Second Monday in October	Columbus Day
November 11 th	Veterans' Day
Thanksgiving Day – Traditional, as designated by the President	Thanksgiving Day
Day after Thanksgiving Day	Day After Thanksgiving
December 25 th	Christmas Day

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.

14.3 Other Paid Holidays

- A. Special or limited holidays appointed by the President or the Governor.
- B. Such other days in lieu of holidays as the Board of Supervisors may determine.
- C. One (1) paid floating holiday in each calendar year. The timing of the employee's use of the floating holiday shall be subject to advance approval of the Department Head or his/her designee.

14.4 Holiday Compensation – Supervising Group Counselor

Any Supervising Group Counselor who is required to work on a fixed paid holiday, which is part of his/her regular workweek, shall be entitled to holiday compensatory time off (CTO) for the time actually worked. A full-time employee whose regularly scheduled day off falls on a paid holiday shall be entitled to eight (8) hours of holiday compensatory time. Departments shall make every effort to schedule the time off within the fiscal year in which it was earned.

15. PROBATIONARY PERIOD

15.1 Probationary Period

- A. All new employees in full-time regular positions, or employees re-employed in full-time regular positions beyond one year from the date of separation from the County, shall serve a probationary period of twenty-six (26) full pay periods from the date of appointment ending with the last day of the 26th full pay period.
- B. All full-time employees who have completed an initial probationary period and transfer from one department to another, or are re-employed in a full-time regular position within one year from the date of separation, shall serve a probationary period of thirteen (13) full pay periods from the date of transfer or re-employment. All full-time employees who have completed an initial probationary period and are promoted shall serve a probationary period of 13 full pay periods from the date of promotion ending with the last day of the 13th full pay period.
- C. All part-time employees shall serve an extended probationary period in proportion to the relationship their basic workweek bears to 40 hours a week.
- D. Any leave of absence (with or without pay), military leave-of-absence or jury duty exceeding seven (7) calendar days shall cause the employee's probation period to be extended by an amount equal to the number of pay periods which the employee was on the leave-of-absence with or without pay, military leave or jury duty.
- E. Probationary Period Extensions:
 - 1. The promotional probationary period may exceed thirteen (13) full pay periods of active duty when the extension is by mutual agreement between the probationary employee, appointing authority and the Director of Human Resources or when the extension results, in whole or in part, from an employee's leave of absence.
 - 2. The probationary period for all new employees may exceed twenty-six (26) full pay periods of active duty when the extension is by mutual agreement between the probationary employee, appointing authority and

the Director of Human Resources or when the extension results, in whole or in part, from an employee's leave of absence.

- F. There shall be an evaluation of each employee's job performance: (a) Seven (7) pay periods from the date of appointment to a regular or limited-term position; (b) Before any merit increase; or, (c) Every 26 pay periods after reaching the top step of the salary range of the class.
- G. Prior to the end of the employee's probation period, the department head shall advise the Director of Human Resources in writing whether regular status should be granted or services terminated. The recommendation must be supplemented by a formal merit rating which shall be discussed with the employee.
- H. New and re-employed employees who have not completed their initial probationary period are eligible for promotional examinations.

15.2 Rejection of Employee During the Probationary Period

- A. A probationary employee may be separated from service at any time during the probation period without right of appeal.
- B. An employee rejected during the probation period from a position to which he or she had been promoted or transferred may be restored to his or her former position. Such restoration is not mandatory, but is optional at the discretion of the department head and subject to the limits of available authorized positions.
- C. Any employee who: (1) Has completed an initial County probationary period and obtained regular status; (2) Is promoted from one class to another in the same department and Representation Unit; and, (3) Fails the promotional probation period, may, at the discretion of the department head, be restored to the classification held immediately prior to promotion, if a position in that class is vacant. Such restoration includes restoration of the employee's former salary, merit increase eligibility date and all other benefits to which he or she would have been entitled if the promotion had not occurred.
- D. The probationary period may exceed twenty-six bi-weekly pay periods of active duty when the extension is by mutual agreement between the probationer, appointing authority and the Director of Human Resources. The probationary period extension shall not exceed thirteen (13) bi-weekly pay periods.

16. LAYOFF

In the event of a layoff, the affected employee(s) shall receive written notice of layoff at least twenty (20) days prior to the effective date of the layoff. A copy of the notice shall be provided to the Association, as well.

If an employee who has been designated for layoff desires to find another position within the County, upon request, a representative of the Human Resources Department will meet with the employee. They will review whether there are any existing, funded vacancies, in the employee's current department or another department, for which the employee would be qualified.

If no other position is identified or accepted by the employee, and the employee is laid off (leaving County employment), he/she may bump into a County class from which he/she was promoted into Unit 16 and for which he/she held previous regular status. Any such bumping must occur within the employee's department. To qualify for such bumping status the employee must also be held in good standing, which is defined as having a current satisfactory evaluation, and no disciplinary actions within their personnel file. If no bumping rights exist, and the employee is laid off, the employee will be considered for reemployment to the position from which he/she was laid off, for a period of up to twenty-four (24) months from his/her date of separation. Such re-employment shall be at the discretion of the Department Head.

The Human Resources Department will forward the names of laid off employees separately to appointing authorities for consideration prior to the provision of other certification lists, provided that the employee meets the minimum qualifications for such vacant positions.

In case of layoff where there is more than one employee in the same classification and same department, the County may retain the most qualified employee(s). In the event the employee(s) are determined by the Department to be equally qualified, then the length of service in County employment will be the tie-breaker.

Extra help and/or limited term employees may not remain working in a department if an employee in the same classification in the same department is affected by a layoff.

17. FURLOUGHS

17.1 Closure of County Facilities to Achieve Cost Reductions

- A. 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 Association of this decision and the dates of the operations/facility closures.
- B. 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.

- C. 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.

17.2 Employees' Pay Reductions/Accrual of Deferred Hours

- A. This provision applies to all employees except those employees who are exempt from deferred hours as specified in **Section 17.3, Employees Exempt from Pay Reduction/Deferred Hours.**
- B. 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.
- C. 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.

17.3 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.

17.4 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.

17.5 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.

17.6 Impact of Furlough on 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.

17.7 Impact of Furlough on 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.

17.8 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.

17.9 Terminating Employees

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

17.10 Effects of Furlough

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

18. DISCIPLINARY ACTION

18.1 Discipline Defined

Discipline means dismissal, demotion, suspension, reduction of salary within range, or a formal written reprimand which is filed in the employee's personal history file in the Human Resources Department.

18.2 Disciplinary Action Procedure

- A. The appointing authority proposing that disciplinary action be taken, shall provide the employee with written notice of the proposed action which must include:
1. A description of the proposed action to be taken;
 2. The effective date or dates of the proposed action which must be at least ten (10) calendar days after notice is received by the employee;

3. A clear and concise statement of the reasons for the proposed action;
 4. A statement that a copy of the materials upon which the action is based are either attached or available for inspection by the employee or the employee's representative; and,
 5. A statement advising the employee of the right to respond to the charges within ten (10) calendar days either verbally or in writing to the appointing authority proposing the action prior to its effective date. Failure of the employee to respond will constitute a waiver of the right to respond.
- B. If the employee elects to respond in person, a meeting shall be scheduled with the department head or his or her designee. 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 or her choosing at the meeting.
- C. The appointing authority may amend, modify or revoke any or all of the charges or proposed disciplinary action.

18.3 Disciplinary Action Appeal Process – Appeal to the Civil Service Commission

An employee who has retained Civil Service status may appeal the disciplinary action either through the Civil Service Commission or through the non-Civil Service Commission process as described below; however, should an employee who has retained Civil Service status be disciplined again within the following three (3) years then the employee must engage in the disciplinary action appeal process (e.g., Civil Service Commission or non-Civil Service Commission appeal) as was last used by the employee. Appeal to the Civil Service Commission, must be filed in writing within ten (10) days of the decision of the appointing authority. An employee may not both appeal to the Civil Service Commission and file an appeal under this Disciplinary Action Appeal Process.

18.4 Disciplinary Action Appeal Process – Not to the Civil Service Commission

A. Appeal to the Director of Human Resources

Disciplinary actions may be appealed to the Director of Human Resources within twenty-one (21) calendar days of the date the Notice of Discipline is provided to the employee. The Director of Human Resources shall have twenty-one (21) calendar days to investigate the issues, meet with the grievant and attempt to reach a satisfactory resolution. No disciplinary action appeal may be processed under additional disciplinary action appeal steps which has not first been filed and investigated in accordance with this step.

B. Appeal to an Adjustment Board

Disciplinary actions which have been investigated by the Director of Human

Resources may be appealed to an Adjustment Board within twenty-one (21) calendar days of the date the Director of Human Resources' decision is provided to the employee. The Adjustment Board will be convened within ninety (90) working 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) Association 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 disciplinary action step by either party.

If no opinion is issued or either party does not agree with the recommendation of the Adjustment Board, either party may appeal the decision of the Adjustment Board to arbitration, as provided below.

C. Appeal to Arbitration

Either the Association or the County may require that the grievance be referred to an impartial arbitrator who shall be designated by mutual agreement between the Association 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 California Mediation/Conciliation 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 Association 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 must be made in writing within twenty-one (21) calendar days following the recommendation of the Adjustment Board.

D. Disciplinary Action Appeal Timelines

Failure of the employee or the employee's representative to adhere to the timelines contained in this article shall be considered an abandonment of his/her

appeal. Failure of the County to adhere to the timelines contained in this article shall allow the employee, or the employee's representative, to pursue his/her grievance to the next higher step.

E. Scope of Disciplinary Action Appeal Adjustment Board and Arbitration Decisions

1. Decisions of arbitrators on matters properly before them shall be final and binding on the parties hereto.
2. No adjustment board and no arbitrator shall hear, decide or make recommendations on any dispute unless it involves a position in a unit represented by the Association certified as the recognized employee organization for such unit and unless such dispute falls within the definition of a grievance as set forth in this Memorandum of Understanding.
3. Proposals to add to or change this Memorandum of Understanding or written agreements or addenda shall not be subject to arbitration or an adjustment board. 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 an adjustment board or arbitration. No adjustment board or arbitrator shall have the power to amend or modify this Memorandum of Understanding or written agreements or addenda or to establish any new terms or conditions of employment.
4. If the Director of Human Resources or his/her designee or the Adjustment Board resolve a dispute which involves suspension or discharge, they may agree to payment for lost time or to reinstatement with or without payment for lost time. But in the event the dispute is referred to arbitration and the arbitrator finds that the County had the right to take the action complained of, the arbitrator may not substitute his/her judgment for the judgment of management and if he/she finds that the County had such right, he/she may not order reinstatement and may not access any penalty upon the County.

19. GRIEVANCES

19.1 Grievance Definition

A grievance is any dispute which involves the interpretation or application of any provision of this Memorandum of Understanding. Provisions, which specifically provide that the decision of any County official shall be final, are excluded and not subject to the grievance procedure. Appeals from discipline or termination may not be filed through the

grievance procedure but are subject to the process described in Section 18, Disciplinary Action. Grievances must be filed within fifteen (15) calendar days of the incident or occurrence about which the employee claims to have a grievance. A grievance shall be initiated in writing on the Solano County Grievance Form.

19.2 Grievance Purpose

- A. The purposes of this procedure are: To resolve disputes informally at the lowest possible levels;
- B. To provide an orderly and prompt procedure for resolving disputes which arise regarding the interpretation of the Memorandum of Understanding;
- C. To encourage communication between employees, the Association, and County representatives;
- D. To determine and correct, if possible, the causes of grievance disputes.

19.3 Grievance Steps

Step 1. Informal Discussion

Any employee, who believes that he/she has a grievance, as defined above, shall discuss his/her complaint with such management official in the department in which he/she works or as the department head may designate. The management official has ten (10) calendar days from the date of the informal discussion to verbally respond to the employee.

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 Association 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 Association shall have the right to appeal the grievance to the Human Resources 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.

Step 3. Director of Human Resources

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

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 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) Association 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.

A. 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.

Step 5. Arbitration

If the grievance is not resolved at Step 4, the Association or the County may require that the grievance be referred to an impartial arbitrator, designated by mutual agreement, between the Association 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 California Mediation/Conciliation Service a list of seven (7) arbitrators.

After the receipt of the list, the parties shall alternately strike arbitrator's names from the list until one (1) name remains. The fees and expenses of the arbitrator and of a Court Reporter shall be shared equally by the Association and the County. Each party 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 the Step 3 decision.

19.4 Grievance Timelines

Failure of the grievant to adhere to the timelines, contained in this article shall be considered an abandonment of his/her grievance. Failure of the County to adhere to the timelines contained in this article shall allow the grievant to pursue his/her grievance to the next higher step.

19.5 Scope of Grievance Decisions

- A. Decisions of arbitrators on matters properly before them shall be final and binding.
- B. No arbitrator shall entertain, hear, decide or make recommendations on any dispute unless such dispute involves a position in a unit represented by the Association which has been certified as the recognized employee organization for such unit and unless such dispute falls within the definition of a grievance in this Memorandum of Understanding.
- C. Proposals to add to or to change this Memorandum of Understanding or written agreement or addenda shall not be subject to arbitration. 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 agreement. No arbitrator shall have the power to amend or modify this Memorandum of Understanding or written agreements or addenda or to establish any new terms or conditions of employment.
- D. If the Director of Human Resources resolves a grievance involving suspension or discharge, he/she may agree to payment for lost time or to reinstatement with or without payment for lost time, but in the event the dispute is referred to arbitration and the arbitrator finds that the County had the right to take the action complained of, the arbitrator may not substitute his/her judgment for the judgment of management and if he/she finds that the County had such right, he/she may not order reinstatement and may not assess any penalty upon the County.

19.6 Compensation Complaints

All complaints involving or concerning the payment of compensation shall be initially filed in writing with the Director of Human Resources or his/her designee by proceeding directly to step 3 of the grievance procedure within 15 calendar days of the occurrence of incident giving rise to the grievance. Only complaints alleging 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 of more than sixty (60) days from the date upon which the complaint was filed.

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 Association.

20. **HOURS OF WORK AND OVERTIME**

20.1 Hours of Work

Eight (8) hours of work shall constitute a standard day's work for all regular, limited-term and probationary full-time employees unless otherwise provided by order of the Board of Supervisors.

The official workweek shall be a minimum of 40 hours of work in any seven (7) consecutive calendar days. The workweek schedule consists of five (5) eight (8) hour days. However, department heads may establish workweek schedules which differ from the schedule above, upon prior recommendation of the department head and approval of the County Administrator. Employees assigned to Unit #16 are considered exempt from the Fair Labor Standards Act.

20.2 Administrative Leave

A. In recognition that their responsibilities occasionally require work in excess of the normal 40 hour week, employees shall receive an Administrative Leave Benefit. This is in lieu of any payment or compensatory time off for work performed in excess of 40 hours per week. Effective July 1, 2008, eighty (80) hours of Administrative Leave shall be granted annually for all qualified members of the bargaining unit effective July 1 of each year. Any employee incumbent in an eligible position for less than a full fiscal year shall be eligible for a pro-rata lump sum number of Administrative Leave hours at a rate of 3.0769 hours times the number of full pay periods remaining in the fiscal year. Employees working in

regular positions on a less than full-time basis shall accrue Administrative Leave on a pro rata basis, proportional to the number of authorized hours employed.

Use of Administrative Leave is subject to the approval of the Department Head. Administrative Leave may be taken in increments allowed by the County's payroll system. In the event it is the Department Head's determination that an employee covered by this provision had worked an extraordinary number of hours over the forty (40) hour workweek, the Department Head, may approve additional informal Administrative Leave for that employee.

No eligible employee shall carry over Administrative Leave from one fiscal year to another. Eligible management employees who have unused Administrative Leave at the end of the fiscal year shall have their unused annual Administrative Leave converted to their Retirement Health Savings Account in July of each year.

B. Restrictions Regarding the Use of Administrative Leave

1. Subject to advance approval by the Department head, Administrative Leave may be taken at any time during the fiscal year, but must be taken within the fiscal year in which it is given. Administrative Leave 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 Administrative Leave.
3. No eligible employee shall carry over Administrative Leave from one fiscal year to another. Any eligible employee who separates from County employment shall not receive any compensation for any unused Administrative Leave.
4. A Department Head may require employees covered in this section to work beyond the official forty (40) hour workweek. Administrative Leave will constitute full compensation for such overtime work.
5. Employees who promote into a covered classification and have accumulated compensatory time off are paid off for all accrued CTO hours.

21. NO STRIKE / NO LOCKOUT

The Association, 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.

22. OTHER PROVISIONS

22.1 Duties Imposed on Officers and Employees to be Performed; Staggering of Hours of Employment

Nothing contained in this Memorandum of Understanding shall prevent, relieve or otherwise excuse any County employee from the performance of any duty imposed upon him or her by law, the Solano County Code or other ordinance of this County or from the rendering of service at such times and places as are necessary in order to properly perform the functions of his or her office or employment. County officers and heads of departments are empowered to staff, rearrange and adjust the hours of employment of employees in such a manner as to enable them to keep County offices open at all required times.

22.2 Mileage Reimbursement

A. Amount of Reimbursement

Employees who are authorized and used 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 use in accordance with the IRS rate. 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 reimbursements and shall be documented. Reimbursement of Out-of-County trips shall not exceed the cost of reasonable public transportation; i.e., air, train, bus.

B. Claims

Each employee who wishes reimbursement for the authorized use of a personal vehicle on County business shall file a claim with his/her department utilizing the forms and procedures designated by the County Auditor-Controller.

C. Authorized Use – Official County Business

1. Authorization to use a personal vehicle on official County Business shall be obtained in advance from the employee's department head. Failure to

obtain advance authorization may nullify the claim for reimbursement.

2. Authorization shall be made only for the purpose of necessary travel between work locations, less any personal use miles.
3. Personal use mileage includes commute miles to or from an employee's work site on a given day and any trips or travel miles taken for reasons of personal business or other non-County business activities.
4. In those cases where an employee drives directly from his/her normal place of residence to the site of a meeting or another official purpose that is not at his/her regular work location, mileage reimbursement is allowable for the actual miles driven less any personal miles, and shall be for the shortest route. (For example, an employee living in Vacaville with a regular work site assignment in Fairfield, who drives to Sacramento and back home on County business would be eligible to receive mileage reimbursement to and from Sacramento via I-80 and connecting streets plus any parking fees less normal commute miles. The same employee driving to San Francisco and back home could claim the round trip mileage between Fairfield and San Francisco via I-80, plus parking fees and tolls.)
5. An employee at the end of a work schedule who drives from a regular work site to another County work location on official business, and then drives home, shall receive mileage reimbursement for the miles driven between the two County work locations.

D. Evidence of Insurance

Employees who use personal vehicles on County business shall file evidence of insurance with the department head, which reflects the current level of coverage. Newly hired employees shall file evidence of insurance prior to operating a personal vehicle on County business.

E. Required Coverage

1. Personal Injury: \$100,000 per person/\$300,000 aggregate.
2. Uninsured Motorist: \$100,000 per person/\$300,000 aggregate.
3. Property Damage: \$50,000.
OR
Combined Single Limit: \$300,000

Employees may elect not to purchase either comprehensive or collision coverage on their vehicle, but the County's maximum liability for "deductible" claims in

the event of non-recoverable loss because of lack of coverage shall be limited to a total of \$500.00 per accident.

22.3 Conflict of Interest

County employees shall not engage in any activity which constitutes a conflict of interest due to the nature, conditions, or some other aspect of the activity. Any officer or employee wishing to engage in any occupation or outside activity for compensation shall inform his/her department head, in writing and in advance, of the time required and the nature of such activity. It shall be the responsibility of each department head to ensure that employees in his/her department do not engage in any activity which constitutes a conflict of interest. The department head shall issue an opinion to an employee if the employee's proposed activity constitutes a possible conflict of interest within ten (10) working days from the date the department head received notice of the proposed activity.

An employee who has followed this procedure will not be disciplined under the provisions of this section without such employee having received prior written notification of the possible conflict of interest. Disputes concerning this provision will be handled under the County's Grievance Procedure.

22.4 Personnel Files

- A. An employee or his or her representative, on presentation of written authorization from the employee, shall have access to the employee's personnel file on request. The County shall furnish the employee copies of all performance evaluation reports and letters of reprimand or warning prior to placement of such documents into the employee's personnel file. The employee may be required to acknowledge the receipt of any documents entered into his or her personnel file.
- B. Performance reviews and written reprimands shall only be placed in an employee's official personnel file if the employee has either signed and dated the document or a supervisor/manager has signed and dated it indicating the date the employee was given a copy and refused to sign it. Disciplinary action shall only be placed in the file after the employee has been provided a copy of the action.
- C. The personnel file for each County employee shall be maintained by the Human Resources Department. An Employee, or his/her representative, shall have the right to review the employee's official Personnel history file in Human Resources by scheduling a specific date and time, with the Human Resources staff. The employee's representative must present written authorization from the employee prior to reviewing the file.
- D. A formal written reprimand and any written response by the employee shall remain in the employee's personnel file for a period not to exceed three (3) years from the date the final reprimand was issued.

22.5 Contracting Out

Prior to contracting out work which is customarily and routinely performed by employees in classifications covered by this Memorandum of Understanding, the County agrees to provide at least sixty (60) calendar days prior notice to the Association and to meet and confer on the impact of the contracting out.

22.6 Joint Labor-Management Committee

- A. In the event concerns or issues arise during the term of this MOU, either party may notify the other of their desire to initiate a labor/management committee meeting. The notification process will be such that either party may send a letter to the other (to the Director of Human Resources or to the Association Business Agent) requesting the meeting, specifying the issue to be discussed and suggesting meeting dates and times.
- B. A committee will be established to discuss issues of importance to both the Mid-Management employees and the employer, Solano County. Such topics could include to design a training program in cooperative employer-employee relations techniques to give input on Countywide issues from a mid-management perspective; to internally resolve problems arising between managers.
- C. This section is not subject to the grievance procedure and shall not deal with problems between personnel in different departments.

22.7 Agriculture Department - Career Progression – Exam and License

To promote career progression within the Agricultural Department, employees taking an exam with the California Department of Food and Agriculture pursuant to the California Food and Agriculture Code, may be reimbursed for the costs of each exam or license provided the following conditions are met:

- A. At the time of the exam and at the time of requesting payment, employees must hold the classification of Deputy Agriculture Commissioner/Sealer Weights and Measures of at least fifty percent (50%) of an allocated position (.5 FTE); and,
- B. The employee must successfully pass the exam (written and/or oral) required to obtain each certificate or license.

Eligible part-time employees will be reimbursed a percentage of the cost of the license or certification in proportion to the percentage of the time worked.

Any employee who avails him or herself of this provision who voluntarily leaves the County's service during the fiscal year in which the employee was reimbursed, shall reimburse the County on a pro-rata basis the amount the employee received.

22.8 Licensure or Certification Minimum Requirement

Employees in positions requiring special licensure or certification as a minimum requirement of the position, who fail to maintain such licensure or certification, shall not be allowed to work until such licensure or certification is renewed. Employees who have vacation/administrative leave or compensation time off accruals, may use such balances if approved by the appointing authority. Failure to maintain required licensure or certification is grounds for disciplinary action, including termination from employment.

22.9 Classification Studies

When a position study is completed, the County shall provide the final determination of the study to the employee and their association representative.

23. SEVERABILITY

If any provisions of this Agreement should be held invalid by operation of law or by any tribunal of competent jurisdictions, or if compliance with or enforcement of any such provision shall be restrained by such tribunal, the remainder of this Agreement shall not be affected thereby.

24. FULL UNDERSTANDING


- A. The parties acknowledge that each has had the unlimited right and opportunity to raise, discuss, and meet and confer with the other on all matters within the scope of representation and that the agreements reached between the parties are fully set forth herein in writing. There are no agreed upon terms, promises, binding practices, or conditions except as expressly set forth in this Agreement. Except as otherwise mandated by applicable state or federal law, the employees' entitlement to economic rights and benefits of County employment derive exclusively from the express terms of this Agreement. Pursuant to this Article, the County may from time to time provide employees with additional economic benefits and may regulate employee conduct through its Personnel Policies as they currently exist or as the County may revise them from time to time.
- B. **Waiver Of Further Bargaining On Covered Matters.** The parties agree that neither shall be required or attempt to require the other to meet and confer over any term contained in this Agreement for the life of the agreement, except for purposes of negotiating an entire Agreement on timely notice given pursuant to **Section 25, Renewal of Agreement**, and that any legal duty to do so is hereby waived. However, the Director of Human Resources with concurrent approval of the County Administrator is authorized to interpret any ambiguous provision of this

Agreement and may, along with the Association Business Representative, enter into a joint memorandum of interpretation resolving such ambiguities. An original of the Memorandum of Interpretation shall be retained in County's records.

In witness hereof the authorized representatives have set their hands as set forth below, the latest of which shall be deemed the signed date of this Memorandum of Understanding:

COUNTY REPRESENTATIVES


ASSOCIATION REPRESENTATIVES




Marc A. Fox Date
Director of Human Resources

 9/28/17


Kim Gillingham Date
AMMPS, Chief Spokesperson

 10/3/17

Jeannine Seher Date
Assistant Director of Human Resources
Chief Spokesperson

 9/28/17

Ryan Friesen Date
AMMPS, Chief Spokesperson

 10/3/17

Meg Nealon Date
Welfare Fraud Investigator Manager

 9/28/17

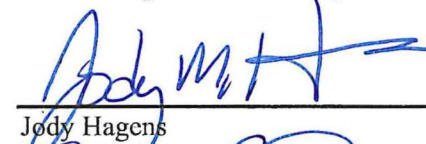
Melanie Cook Date
Mental Health Services Manager

 10/03/17

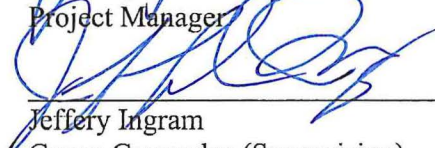
Charmie Junn Date
Principal Human Resources Analyst

 9/28/17

Tonya Covington Date
Clerical Operations Manager

 9/28/2017

Jody Hagens Date
Project Manager

 9/28/17

Jeffery Ingram Date
Group Counselor (Supervising)

Appendix A – Listing of Classifications

Regular and limited-term classifications represented under this Agreement are:

Accountant-Auditor Analyst
Appraiser (Supervising)
Auditor-Appraiser (Supervising)
Child Support Attorney (Supervising)
Clerical Operations Manager
Clinic Physician Supervisor
Coordinator-Programs/Emergency Services
Dentist Manager
Deputy Agriculture Commission/Sealer Weights and Measures
Dispatch Center Manager
Employment/Eligibility Services Manager
Group Counselor (Supervising)
Health & Social Services Planning Analyst
Health Services Manager
Health Services Manager (Senior)
Inmate Program and Services Manager
Library Marketing and Community Relations Officer
Mental Health Services Manager
Mental Health Services Manager (Senior)
Nursing Manager
Project Manager
Psychiatrist Supervisor
Public Health Nurse Manager
Quality Assurance and Implementation Analyst
Recording Operations Manager
Sheriff's Forensic and Records Services Manager
Social Services Manager
Staff Analyst
Staff Analyst (Entry)
Staff Analyst (Senior)
Tax Collections Manager
Victim/Witness Program Coordinator

16X:

Child Support Program Manager
Clerical Operations Manager
Employment/Eligibility Services Manager
Health & Social Services Planning Analyst
Program Analyst
Project Manager
Social Services Manager

Staff Analyst
Staff Analyst (Entry)
Staff Analyst (Senior)

Appendix B – Salary Schedule

1. The present approximate monthly pay rates for represented classifications are as follows:

Job Title	Step 1	Step 2	Step 3	Step 4	Step 5
Accountant-Auditor Analyst	6,859.96	7,202.95	7,563.10	7,941.26	8,338.32
Appraiser (Spvsing)	6,843.68	7,185.86	7,545.15	7,922.41	8,318.53
Auditor-Appraiser (Spvsing)	6,843.68	7,185.86	7,545.15	7,922.41	8,318.53
Child Support Atty (Supervsng)	12,225.04	12,836.29	13,478.11	14,152.01	14,859.61
Child Support Program Manager	7,134.30	7,491.02	7,865.57	8,258.84	8,671.79
Clerical Operations Manager	5,349.62	5,617.10	5,897.96	6,192.85	6,502.50
Clinic Physician Supervisor	15,732.42	16,519.04	17,345.00	18,212.25	19,122.86
Coordinator-Progrms/Emerg Svcs	8,098.48	8,503.40	8,928.57	9,375.00	9,843.75
Dentist Manager	11,985.53	12,584.81	13,214.05	13,874.75	14,568.49
Dep Ag Comm/Sealer Wts & Meas	6,393.00	6,712.65	7,048.28	7,400.70	7,770.73
Dispatch Center Manager	6,934.70	7,281.43	7,645.51	8,027.78	8,429.17
Employment/Eligibility SvcsMgr	7,702.90	8,088.05	8,492.45	8,917.07	9,362.93
Group Counselor (Spvsing)	6,161.68	6,469.77	6,793.26	7,132.92	7,489.56
H&SS Planning Analyst	7,119.54	7,475.52	7,849.29	8,241.76	8,653.85
Health Services Manager	7,475.52	7,849.29	8,241.76	8,653.85	9,086.54
Health Services Manager (Sr)	8,105.15	8,510.41	8,935.93	9,382.72	9,851.86
Inmate Program & Services Mgr	6,775.92	7,114.71	7,470.45	7,843.97	8,236.17
Library Marktng & Comm Rel Off	6,591.65	6,921.23	7,267.30	7,630.66	8,012.19
Mental Health Services Manager	8,740.09	9,177.10	9,635.95	10,117.75	10,623.64
Mental Health Services Mgr(Sr)	9,614.10	10,094.81	10,599.55	11,129.52	11,686.00
Nursing Manager	8,064.82	8,468.07	8,891.47	9,336.04	9,802.85
Program Analyst	6,088.57	6,393.00	6,712.65	7,048.28	7,400.70
Project Manager	6,088.57	6,393.00	6,712.65	7,048.29	7,400.70
Psychiatrist Supervisor	17,774.32	18,663.03	19,596.18	20,575.99	21,604.79
Public Hlth Nurse Manager	9,004.62	9,454.85	9,927.60	10,423.98	10,945.18
QA & Implementation Analyst	6,775.92	7,114.71	7,470.45	7,843.97	8,236.17
Recording Operations Manager	5,717.33	6,003.20	6,303.36	6,618.53	6,949.46
Sheriffs Forens&Rcrds Svcs Mgr	6,432.29	6,753.91	7,091.60	7,446.18	7,818.49
Social Services Manager	7,945.13	8,342.39	8,759.51	9,197.48	9,657.36
Staff Analyst	6,003.20	6,303.36	6,618.53	6,949.45	7,296.93
Staff Analyst (Entry)	5,008.25	5,258.66	5,521.60	5,797.67	6,087.56
Staff Analyst (Senior)	6,775.92	7,114.71	7,470.45	7,843.97	8,236.17
Tax Collections Manager	6,775.92	7,114.71	7,470.45	7,843.97	8,236.17
Victim/Witness Program Coord	5,717.33	6,003.20	6,303.36	6,618.53	6,949.46

2. Effective the later of October 8, 2017 or the beginning of the first pay period following Board of Supervisors' adoption of the collective bargaining agreement, the base wage rates set forth in this Appendix B, paragraph 1 above, will increase by four percent (4%) of the base wage rates in effect the day before such increase takes effect.
3. The hourly pay rate is calculated by multiplying monthly pay rate by twelve (12) months and dividing that value by two thousand eighty (2,080) hours.

Appendix C – Payroll Deduction Authorization



Payroll Deduction Authorization for Unit 16:

Employee's Last Name:	*
Employee First Name & MI:	*
Employee ID Number:	<i>If Known</i>
Department:	*
Classification:	*
Personal Email:	
Personal Cell Phone:	
	<i>* Mandatory to complete</i>

I hereby authorize and direct the Solano County Auditor-Controller to make a payroll deduction from my earnings once each pay period for my membership dues in **ASSOCIATION OF MID-MANAGEMENT PROFESSIONALS AT SOLANO COUNTY (AMMPS)**.

The pay period deduction amount is the lesser of one-percent (1%) of my classification's salary step wage OR \$37.50 for membership dues as approved by the Association's membership and as the Association will request the Auditor-Controller, who shall be held harmless for following such instruction, to deduct from my earnings. The same is to be paid to the Association as authorized by the County Employer-Employee Relations Rules and Regulations.

The membership dues shall be automatically deducted from my earnings for the full term of such Memorandum of Understanding. If I transfer, demote, or promote to another position which is not in Unit 16, I understand that this deduction will be automatically terminated as provided by County rules and procedures.

I understand that I may not revoke this authorization during the term of the Memorandum of Understanding executed by the County and the union, except during the month of May of any year to be effective in July.

The first deduction is to be made on the payroll for the period beginning the date nearest that of my approval and the Auditor-Controller's receipt and processing of approved form.

Employee's Signature	Date
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Appendix D – Closure of County Facilities to Achieve Cost Reductions

Effects of Closure of County Facilities to Achieve Cost Reductions on pay, benefits integration, modified workweeks, time bases and other terms and conditions of employment

Situation	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). 4.0 hours credited to furlough leave accruals.	Furlough hours based on EE's normal FTE (not pro-rated based on hours worked).
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 furlough leave accruals.	No effect on number of furlough hours unless there is a change in FTE.
Taxes	Taxes are withheld on the reduced salary.	
New hires (working less than 80 hours 1 st pay period)	Furlough hours pro-rated based on scheduled number of	Example: EE starts work Tuesday after

Situation	Result	Comments
	<p>hours to be worked.</p> <p>Furlough hours credited to furlough leave accruals.</p>	<p>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 hours.</p>
Holidays	No change.	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 <i>pay rate</i> (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.
Differentials (flat amount or % of pay rate)	No change.	Example: POST pay or shift differential.
Part-time employees	Furlough reduction will be	

Situation	Result	Comments
	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)	<p>Same as full-time employees' or part-time employees' language.</p> <p>If furlough day falls on day off, another day is taken as furlough.</p>	The employee will be treated as any other full-time or part-time employee.
Not enough accrued furlough to cover furlough day	Use applicable leave balances. If no leave balances available, record leave without pay hours.	

Appendix E – Cost Sharing of PERS 2.7% at 55 Retirement Formula

PERS retirement enhancement - provide for the 2.7% @ 55 formula for Solano County non-safety PERS members enrolled into the PERS pension plan before May 4, 2012 with the cost of this benefit as established by PERS (\$75,036,452) as 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 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 recovered based on the following:

Each year the County will calculate the amount due for 26 pay periods based on the following formula:

- A. Amount due to the County each year = Total cost divided by 20 years.
- B. 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.
- C. Average pay back per employee per pay period = Divide the annual per employee pay back by 26 pay periods.
- D. The percentage amount deducted from each employee = Divide the average pay back per employee per pay period by the average per pay period of PERS Reportable salary.
- E. The percentage amount deducted from each employee shall be no more than 3% cap.
- F. The amount deducted shall be with pre-tax dollars, as permissible by the IRS.
- G. The amount due from each employee will be the first pay period in November.
- H. For purposes of implementation, the first deduction will be 2.9% from employees and will be made as soon as CalPERS approves the plan amendment change.
- I. The County agrees to pay the additional 1.0% employee contribution required by PERS as a result of the 2.7% @ 55 plan amendment.

Appendix E (Continued)

Note: The amounts shown exclude the increase cost of the employee contribution from 7 % to 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 payback by the avg. number of employees for the previous year	\$1,617.16
Avg. pay back per employee per pay period = Divide the annual per employee payback by number of pay periods	\$62.20
Percentage of gross per pay period salary deducted from each eligible employee = Divide the avg. pay back per employee per pay period by the avg. per pay period gross salary	3.31%