

MEMORANDUM OF UNDERSTANDING

Between

The

COUNTY OF SOLANO

and

Unit #13

CORRECTIONAL OFFICERS

Represented by

**SOLANO COUNTY SHERIFF'S CUSTODY
ASSOCIATION**

December 3, 2017 – December 2, 2019

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MEMORANDUM OF UNDERSTANDING

Unit #13 - Correctional Officers

PREAMBLE

This **AGREEMENT**, hereinafter referred to as the Agreement, entered into by the **COUNTY OF SOLANO**, hereinafter referred to as the County, and **SOLANO COUNTY SHERIFF'S CUSTODY ASSOCIATION**, hereinafter referred to as the 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 Solano County Sheriff's Custody Association 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 Solano County Sheriff's Custody Association ("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 recognized employee organization for regular full and regular part-time employees in the following unit:

Unit #13 – Correctional Officers

Classifications represented under this Agreement are identified in **Appendix A**.

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. TERM

This memorandum of understanding will be in effect on December 3, 2017, except those provisions that have been assigned other effective dates, and will remain in effect up to and including December 2, 2019. Thereafter, this Memorandum of Understanding will continue in effect from year to year unless at least one hundred fifty (150) days prior to December 2, 2019 or before the seventh day of July 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. UNION SECURITY AND RIGHTS

3.1 Agency Shop

As a condition of continuing employment, employees shall become and remain members of the Association or shall pay to the Association a service fee in lieu thereof. Such service fee shall be established by the Association and shall not exceed that portion of the Association's dues and initiation fees (hereinafter collectively termed "service fee") paid by members of the Association as are expended by the Association in fulfilling its responsibilities for representing members of the Representation Unit in the negotiation and administration of the Memorandum of Understanding. Initiation fees shall only apply to employees hired after implementation of this agreement. The Association shall comply with the rules governing the establishment of agency shop fees as set forth in the U. S. Supreme Court's decision in March 1986 in Chicago Teachers Union v. Hudson.

Human Resources New Employee Orientation

1. A representative of the Recognized Employee Organization (Union) shall be permitted fifteen (15) minutes to meet with employees of the bargaining unit at the beginning of the New Employee Orientation conducted by Human Resources (HR).
2. The County shall advise the employee organization of the dates and times at which the Union 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.
3. The Union Representative shall advise the County ten (10) 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 Union waiving its right to present at the meeting.

4. 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.
5. If the Union representative is not available to present at its designated time slot, the Union will be deemed to have waived its right to present at that meeting. No additional time or rescheduling will be afforded
6. If multiple Unions attend HR's New Employee Orientation, each Union 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.
7. The employees shall have the sole option to meet with the Union 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.
8. The Union agrees to stay within its designated time period and will not cause a delay to the new employee orientation schedule. For example, if the Union representative is scheduled to present from 9:15a.m.-9:30a.m., and s/he arrives at 9:20a.m., the Union representative shall have from 9:20a.m. - 9:30a.m. to present. If the Union 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.
9. The Union may provide copies of Union materials to employees within its bargaining unit during HR's New Employee Orientation. The Union is responsible for producing, copying and distributing materials to employee. If the Union Representative confirms its attendance at the meeting, this provision shall relieve the County from any other provision requiring the County to distribute Union materials.

3.2 Association Dues / Service Fees

Any employee hired by the County subject to this Memorandum of Understanding on or after the date of implementation of this agreement shall be provided, through the employee's department, with an authorization notice advising the employee that the County has entered into an Agency Shop agreement with the Association and that all employees subject to the Memorandum of Understanding must either join the Association, pay a service fee to the Association, or execute a written declaration claiming a religious exemption from this requirement. Such notice shall include a form for the employee's signature authorizing payroll deduction of Association dues or a service fee, or a charitable contribution equal to the service fee. Said employee shall have

five working days following the initial date of employment to fully execute the authorization form of his/her choice and return said form to the Auditor's Office, Payroll Division.

- A. If the form is not completed properly and returned within five working days, the County Auditor shall commence and continue a payroll deduction of service fees from the regular biweekly pay warrants of such employee. The effective date of Association dues, service fee deductions or charitable contributions for such employees shall be the beginning of the first pay period of employment. Initiation fees shall be deducted in no more than four equal installments in successive pay periods, beginning with the first full pay period.
- B. The employee's earnings must be sufficient after the other legal and required deductions are made to cover the amount of the dues or fees authorized. When an employee is in a non-pay status for an entire pay period, no withholding will be made to cover the pay period from future earnings. In the case of an employee who is in a non-pay status during only part of the pay period, and the salary is not sufficient to cover the full withholding, no deduction shall be made. In this connection, all other legal and required deductions (including health care deductions) have priority over Association dues and service fees.

3.3 Religious Exemption

Any employee of the County subject to this Memorandum of Understanding who is a member of a bona fide religion, body or sect which has historically held conscientious objections to joining or financially supporting a public employee organization and which is recognized as such by the National Labor Relations Board, shall, upon presentation of verification of active membership in such religion, body or sect be permitted to make a charitable contribution equal to the service fee in lieu of Association membership or service fee payment. Declarations of or applications for religious exemption and any other supporting documentation shall be forwarded to the appropriate local Association within fifteen days of receipt by the County. The Association shall have fifteen days after receipt of a request for religious exemption to challenge any exemption granted by the County Administrator or his/her designee. If challenged, the deduction to the charity of the employee's choice shall commence but shall be held in escrow pending resolution of the challenge. Charitable contributions shall be by regular payroll deduction only.

3.4 Financial Reports

Within sixty (60) days after the end of each fiscal year the Association shall submit to the County Human Resources Director the financial report(s) required pursuant to Government Code §3502.5(f)

Copies of such reports shall be available to employees subject to the Agency Shop requirements of this agreement at the Office of the Association.

Failure to file such a report within one hundred (100) days of the close of the Association's fiscal year shall result in the termination of all agency fee deductions, without jeopardy to the employee, until said report is filed.

3.5 Payroll Deductions and Pay Over

The County shall deduct Association dues or service fees and premiums for approved insurance programs from employee's pay in conformity with State and County regulations. The County shall promptly pay over to the designated payee all sums so deducted. The County shall also periodically provide the Association with a list of all persons making charitable deductions pursuant to the religious exemption granted herein.

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.

3.6 Hold Harmless

The Association shall indemnify, defend, and hold harmless the County, its officers, employees, and agents acting on its behalf from and against any and all losses, damages, costs, expenses, claims, demands, actions, suits, judgments and other forms of liability arising out of the application or enforcement of this Section. In no event shall the County be required to pay from its own funds Association dues, service fees or charitable contributions, which the employee was obligated to pay, but failed to pay, regardless of the reasons.

3.7 Waiver of Election for Newly-Represented Employees and New Representation Units

The accretion of classifications and/or employees to representation units set forth in this Memorandum of Understanding shall not require an election for the application of this Agency Shop provision to such classifications and/or employees. The recognition of newly-established bargaining units and the inclusion of same within this Memorandum of Understanding shall also not require an election for the application of this Agency Shop to such units.

3.8 Association Rights

A. Officers/Directors

1.

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

2. A reasonable amount of time will be granted the worker and the officer or director to handle initial grievance and appeal procedures. The parties agree that in handling grievances, the worker and the officer or director will use only the amount of time actually necessary. The County is not responsible for any travel, overtime, or other miscellaneous cost resulting from the exercise of this right.

If a worker wishes to discuss a grievance or appeal on County time with a designated officer or director, the worker shall be allowed an opportunity within a reasonable amount of time to verify if the designated officer or director is available to be seen. If the officer or director is present and available, the worker shall complete a "grievance release form" and submit it to the immediate supervisor prior to meeting with the officer or director. Such release form shall only contain the worker's name, classification title, officer's or director's name and work location of the officer or director as well as contact information, time left, date, and upon return, the worker shall note the time returned on the form. The supervisor shall determine if both the officer/director and the worker can, because of work activity, be released at the time requested. If the employee is not released, the supervisor shall set an alternative time as soon as practical.

A grievance or adverse actions shall not interfere with the work of other employees. Officers/Directors are responsible for the full and timely completion of their own work.

B. 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.

C. Names and Numbers of Classes

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.

D. Release Time

The County will allow up to four (4) hours per pay period of paid time away from work to the President (or his/her designee if he/she are on vacation or otherwise unavailable) of the Association 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 be borne by the Association. In return, the President will make every effort to provide his/her immediate supervisor with his/her release time needs seven (7) calendar days in advance.

The County shall provide a total not to exceed sixty-four (64) hours of paid release time per year for officers/directors for the purpose of Association training in cooperative employer-employee relations. Prior to the annual training, the Association shall provide the Sheriff and the Human Resources Director an outline of training topics and the schedule of training dates. Training dates must be with the concurrence of the Sheriff and be based on the operational needs of the department.

E. Management Committees

Employees represented under this Agreement may be assigned to participate on management committees. Should such committees make recommendations on matters within the scope of representation, the County shall provide appropriate notice to the Association and, upon request, meet and confer.

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 meeting-and-conferring in advance with management representatives about the impact 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 ranges for classifications represented by the Association are listed in **Appendix "B"** of this Agreement. Employees shall be paid every other Friday.

1. 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).

- a. 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 3 pay periods. Employees selecting this option must have, and maintain, 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

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

5.3 Salary Upon Reemployment

- A. A former employee, off probation at the time of separation, who is re-employed in the same class or in a lower class in the same series, within two (2) years, may upon the request or the head of the department in which they are being re-employed and approval of the Director of Human Resources, be appointed at some step higher than the recruiting step not to exceed one (1) step lower than the step they occupied at the time of their separation. Subsequent merit increases shall follow the normal time period progression between steps.
- B. An employee who voluntarily separates and:
 1. Is subsequently re-employed in the same department; and
 2. Begins work within a period of not more than one hundred eighty (180) calendar days from the last day he/she previously actually worked for the County; and
 3. Completes a new probationary period; and
 4. Either did not withdraw from PERS or "bought-back" his/her County PERS service credits, shall, upon approval by the Director of Human

Resources, have continuous service credited to him or her for purposes of vacation and longevity pay eligibility. Prior service restored shall not apply toward seniority for lay-off purposes, floating holidays, step raise eligibility or nay benefit other than vacation and longevity eligibility.

5.4 Merit Increases within Grade

- A. Salary increases within a grade shall not be automatic, but shall be given only upon the affirmative action of the department head.

- B. Every employee in a regular position hired into or placed in a classification represented by this bargaining unit before October 8, 2017 shall have a merit increase eligibility date, which shall be the first day of the pay period following completion of the number of full pay periods of service indicated in the chart below.

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

Every employee in a regular position hired into or placed in a classification represented by this bargaining unit on or after October 8, 2017 shall have a merit increase eligibility date, which shall be the first day of the pay period following completion of the number of full pay periods of service indicated in the chart below.

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

If an employee begins employment on the first working day of a pay period, it shall be considered for purposes of this Section that such employment began on the first calendar day of that pay period. If the employee's first working day is after the first Monday (Tuesday, if Monday is a holiday or if the employee's regular schedule begins on a Tuesday) of the pay period, the employee's time will

accrue from the first day of the next pay period for step increases and eligible fringe benefit accrual determinations.

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

In addition to the above provision, and as an exception to **Subsection 7.2.I.** below, if an employee is off work for a leave of absence with or without pay, exceeding seven (7) consecutive calendar days, within the first three (3) years of employment with the County, except for administrative leave with pay as a result of an investigation, the employee's merit increase eligibility date shall be deferred by an amount equal to the number of full pay periods the employee was off on such leave.

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

- E. 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 or designee shall complete the structured merit rating and defer a decision regarding the merit increase any number of pay periods, but not to exceed thirteen (13) pay periods.
- F. An overall evaluation 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 will comment on any action to be taken. Such evaluation shall be on forms and under procedures prescribed by the Director of Human Resources.

- G. A merit increase may be deferred only once for any given step on the grade for the class. The responsibility for reopening the matter by submitting another merit rating and recommendation shall lie with the department head. The employee must be re-evaluated seven (7) pay periods following the scheduled merit increase eligibility date, but in any event, the merit increase must be granted or denied prior to the deferment date, supplemented by a structured merit rating, which has been discussed with the employee. The employee's merit increase eligibility date shall not be changed by such 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 Auditor-Controller shall compensate the employee for the additional salary he/she would have received dating from the merit increase eligibility date.

5.5 Salary Upon Promotion

Any regular, probationary or limited-term employee who is promoted to a position in 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 one (1) step increase on the range over the salary received prior to the promotion, not to exceed the top step of the new range. 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 position to another in the same class-the salary and merit increase eligibility date shall not change.

5.7 Salary Upon Demotion

- A. 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 grade of the new class, whichever is lower. merit increase eligibility date shall be the first day of the pay period following

completion of the number of pay periods service corresponding to the required period of service as is governed by Memorandum of Understanding.

- B. When a regular employee in good standing is demoted as an accommodation for ADA purposes or reasons other than unsatisfactory performance he/she shall receive the highest salary in the new classification that does not exceed his/her rate of pay immediately prior to demotion. The merit increase eligibility date prior to demotion shall be retained.
- C. When a probationary employee is demoted to a class not previously occupied by the employee, he/she shall receive the recruiting salary for the lower class and shall receive a new merit increase eligibility date as provided by the provisions of this Memorandum of Understanding.
- D. 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 would have remained in the lower class.

5.8 Salary Upon Reclassification

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

- A. If the position is reclassified to a class with the same salary range, the salary and the merit increase eligibility date of the employee shall not change.
- B. If the position is reclassified to a class with a higher salary range, the salary of the employee shall be governed by the provisions of **Subsection 5.5** of this MOU.
- C. If the position is reclassified to a class with a lower salary range, the salary of the employee 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 of the employee shall not change.
 - 2. If the salary of the employee is greater than the maximum salary of the new classification, the salary of the employee shall be designated as a Y-Rate and shall not change during continuous regular service until the maximum salary of the new classification exceeds the salary of the employee or until the period of calendar time indicated in the schedule below has elapsed, whichever is sooner. If, at the end of the calendar period indicated below, the salary of the employee still exceeds the

maximum of the new salary range for the new classification, the salary of the employee 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 yrs from date of reclassification
5 but less than 10	3 yrs from date of reclassification
10 but less than 15	4 yrs from date of reclassification
15 but less than 20	5 yrs from date of reclassification
20 but less than 25	6 yrs from date of reclassification
25 or more	7 yrs from date of reclassification

5.9 Longevity Compensation

- A. All employees employed in regular or limited-term full-time positions, upon the completion of ten (10) years continuous full-time service, shall be entitled to a 2.5% increase in compensation; additionally, employees who complete twenty (20) years of continuous full-time service, shall be entitled to an additional 2.5% increase in compensation (a total of 5%); additionally, after twenty-five (25) of continuous full-time service, an additional two and one-half (2.5%) percent increase in compensation (a total of 7.5%) over the rate for the class in which employed. Effective January 4, 2015, employees who complete thirty (30) years of continuous full-time service, shall be entitled to an additional 2.5% increase in compensation (a total of 10%); additionally effective the beginning of the pay period following Board of Supervisors adoption of this MOU, employees who complete thirty-five (35) years of continuous full-time service, shall be entitled to an additional two and one-half (2.5%) percent increase in compensation (a total of 12.5%) over the rate for the class in which employed.
- B. All employees employed in regular or limited-term part-time positions shall be entitled to longevity compensation in the same ratio to the longevity compensation received by employees in regular or limited-term full-time positions as the number of hours in the part-time work schedule is to the number of hours in the full-time work schedule.
- C. Upon qualifying for longevity increase, any further pay increase shall be in addition thereto, and not restricted or reduced by reason of the longevity increase.

5.10 Working Out of Class

- A. It is the intent of this article to provide appropriate compensation to employees working out-of-class from the beginning of the third pay period of such assignment and continuing for the duration of such assignment.

B. A working out-of-class assignment occurs when an employee receives a formal, written assignment by a department head to perform the majority of the work characteristics of a higher paying classification.

1. With prior approval from the Director of Human Resources, a department head may assign an employee the duties of another position in a higher classification when the following requirements are met:

- a. The vacant position is specifically allocated to the department;
- b. The assignment will require the duties of the position to be performed by the individual for a period of not less than two (2) pay periods.
- c. The employee meets the minimum qualifications identified in the job description of the classification being assigned. In the event no employee is identified for the work out of class assignment who meets the minimum qualifications of the position, the department head may request the approval of a written waiver of this requirement from the Human Resources Director.

2. Such temporary assignment shall not be considered a promotion. That individual 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.

3. If the employee is eligible for a merit increase in the class occupied prior to the temporary assignment, such employee will be eligible for a rate increase on the temporary assignment class grade provided; however, such increase in the prior class would result in more than the rate being earned on temporary assignment.

C. Employee Process to Request Working Out of Class Pay

1. Informal Steps

- a. An employee who believes he/she is working out of class must raise it with the Department head in writing, specifying the duties/assignments that he/she believes are outside current classification.
- b. The Department head (or designee) will respond in writing to the employee within ten working days of receiving the written notice from the employee.

- c. If the Department Head does not respond or the matter is not resolved to the employee's satisfaction, the Union may send a letter to the Department head with the specifics of the situation (a copy to be sent to the HR Department). Such letter must be submitted within ten working days of the Department's response in step two above.
- d. The Department Head may meet with the employee/Union, as necessary and will respond in writing to the Union's letter within ten working days.
- e. If the Department Head does not respond or the matter is not resolved to the employee's satisfaction, the Union will submit a letter to Human Resources within ten working days of the response from the Department Head.

2. Formal Steps

- a. Within fifteen working days of receiving the letter from the Union, HR will investigate the claim (meet with Department, Employee, Union as necessary) and make determination, which will be final and NOT subject to the grievance procedure.
- b. Should the Department of Human Resources determine that the employee should receive WOC pay, then such pay shall be retroactive to the beginning of the third pay period following the date the employee originally commenced the assignment or to sixty days from when the employee notified the department in step one above, whichever is later. Under no circumstance will any retroactive adjustment be made for a period of time more than sixty calendar days.
- c. Time frames set forth above may be extended by mutual agreement of the parties.

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 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 union 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 Section G 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, over payment, 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 PEMHCA.

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 the PERS.

6.3 Cafeteria Plan

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 the latter of December 3, 2017 or the beginning of the first pay period following adoption of the 2017 collective bargaining agreement, the County's contribution to the cafeteria plan shall be set at seventy-five (75%) percent of the 2018 PEMHCA Bay Area Kaiser Permanente 2018 family rate minus the PEMHCA MEC.

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

Employees who waive health insurance because the employee demonstrates to the County that s/he has alternate health insurance coverage shall receive no more than \$500.00 per month minus the CalPERS Minimum Employer Contribution (MEC) as cash back. Employees who elect employee only coverage will receive no more than \$334.58 per month as cash back, depending on the medical plan selected.

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.

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.

Additionally, beginning 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.

Health Care Reimbursement Account

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 the employee’s Health Flexible Spending Account (“HFSA”). 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 HFSA 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 or her HFSA to obtain reimbursement for otherwise unreimbursed eligible medical expenses.

Dependent Care Reimbursement Account

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 may request reimbursement of qualifying dependent care expenses from his or her DCAP Account. 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.

6.4 Dental Insurance

Regular 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 shall begin the month following appointment with the County.

The County will pay on behalf of each regular full-time or limited-term full-time employee and his/her eligible dependents one hundred percent (100%) of the monthly dental care

insurance premium rate charged by the Plan Provider. 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 and 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 will pay 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 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 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 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 \$22,000) to a maximum policy of fifty thousand dollars (\$50,000). 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 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) a 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 State's Employment Development Department administers two programs for employees who need time off from work. Disability Insurance for time taken due to an employee's own non-work related illness or injury, and Paid Family Leave for time taken to care for a seriously ill family member, or to bond with a new child. For the purposes of this agreement, both programs will be referenced as State Disability Insurance (SDI).

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

A. In the event of a disability which is non-industrial or where industrial causation has yet to be determined, or for time taken to care for a seriously ill

family member, or to bond with a new child, employees shall make timely application for SDI benefits to ensure continuation of leave accruals and benefits. Failure to apply for and receive SDI benefits will void continuation of health benefits as provided below.

B. For employees who are off work and receiving SDI the County will continue to pay the employer's share of the monthly premiums for medical, vision, dental and life insurance coverage on behalf of a qualified regular full or part-time employee for the period of time that he/she has leave accruals to fully integrate with SDI or for a period of six (6) months, whichever is longer.

C. Sick and annual leave shall accrue during any pay period in which the employee is eligible to receive SDI benefits. Sick and annual leave shall accrue during any pay period in which the employee is fully integrating leave accruals with SDI or for a period of six (6) months, whichever is longer.

D. SDI benefits shall be integrated with accrued County leave as follows:

1. Employees must promptly inform departmental payroll clerks of their SDI benefit amount and provide documentation of receipt for which he/she is eligible and otherwise comply with all State statutes and County procedures.

2. Employees' pay, including leave accruals and or SDI 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. Upon exhaustion of sick leave, other accumulated leave may be integrated with the weekly SDI benefits.

6.9 Long Term Disability Insurance

Employees represented by this bargaining unit do not participate in any County-sponsored long term disability insurance program.

6.10 Retirement Benefits and Funding

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 pension tier in accordance with and subject to the terms of the Public Employees' Pension Reform Act of 2013. The new pension tier is referred to in this MOU as the "PEPRA tier."

C. PEPRA Basic Retirement Formula

For 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) 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.

D. Disputes Over PEPRA

If an employee or the Union disputes the manner in which the County applies the PEPRA Tier to a bargaining unit member, neither the Union 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 Union, 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 Safety Retirement (2% @ age 50) for employees in the Correctional Officer (Entry) and Correctional Officer classifications 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 the Correctional Officer (entry) and Correctional Officer classifications with a Safety Retirement formula of 2% @ age 55 in lieu of the 2% at age 50 formula described in paragraph **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.

G. Employee Payment of PERS Member Contributions

1. PEPRA Member Contributions

For employees hired after January 1, 2013, members of the PEPRA Tier will contribute toward the PEPRA Tier an 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. 2.0 at 50 Safety Tier

Employees who are subject to the pre-PEPRA safety formula described in paragraph **6.10.E** above will contribute nine percent (9%) by payroll deduction. .

b. 2.0 at 55 Safety Tier

Employees who are subject to the pre-PEPRA safety formula described in paragraph **6.10.F** above will contribute seven percent (7%) by payroll deduction.

3. Employee Payment For Pre-PEPRA Formula Enhancement

In December 2003, the County amended its contract with PERS to provide for the above-referenced 2% @ 50 retirement formula. The cost of this benefit was established by PERS (\$12, 842,782). 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 hired prior to May 4, 2012 until the above established cost has been recovered. Each year (July) the County will calculate the amount due for the fiscal year, based on the formula presented during negotiations (see **appendix D**). The maximum deduction will be five percent (5.0%).

4. Employee Payment of Employer Contributions

Effective September 28, 2014, the parties agree to equally share in PERS employer rate increases for employer rate costs between 16%-18%. The

maximum employee contribution shall not exceed one percent (1%). This provision shall sunset on January 1, 2017.

5. Pre-Tax Treatment PERS Member Contributions

To the extent permitted by applicable law, employee contributions toward the Employee'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.

H. Survivor Benefits

Employees are covered under the PERS 1959 Survivor Benefit, Level 4.

I. Retiree Health Insurance Bank

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

J. Social Security and Medicare

Employees represented by this bargaining unit do not have coverage under the federal Social Security system.

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.

6.11 Tuition Reimbursement Program

A. Objective

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

B. Eligibility of Employees For Tuition Reimbursement

1. 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.

2. Part-time employees are eligible after five (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 hours.

C. Policy For Tuition Reimbursement

1. Courses must be job related to the position held for the employee to be eligible for reimbursement of books and tuition. Courses must be taken on the employee's own time. With prior approval, General Education courses required for a job related degree program, shall be eligible for reimbursement.
2. Courses must be taken for credit; audited courses will not be reimbursed.
3. 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.
4. 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.
5. 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-service training which is available.
 - d. Duplicate training which the employee has already had.

6. Conventions, workshops, institutes, etc., are not included in the Tuition Reimbursement Program.
7. Reimbursement shall be subject to certification by the department concerned that the course of study is directly related to the work of the employee.
8. 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.
9. Reimbursement shall be made only upon presentation of evidence of payment for and successful completion of courses (as evidenced by a grade "C" or its equivalent) and a satisfactory (standard or above) current performance evaluation. Reimbursement is made for the same fiscal year in which the course is completed and documentation must be presented to the Department of Human Resources within ninety (90) days after the course completion date.

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 for one-thousand one hundred dollars (\$1,100).
 - c. An employee shall be reimbursed for expenses totaling five dollars (\$5.00) or more for a single course. Expenses less than \$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.

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.
3. An employee may appeal denial of the request by the department head to the Director of Human Resources and the Director of Human Resources' decision (unless the reason for denial is 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.
6. Upon being informed of certification by the Department of Human Resources, the Auditor-Controller shall issue a warrant to the employee for reimbursement.

F. Continued Service 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.

6.12 Limited Extra Help Benefits

Extra-help employees shall not receive employee benefits, except as specifically provided in the following sub-sections:

- A. Employees appointed to extra-help positions created with the intent that said positions will become full-time regular positions, may, upon approval by the Director of Human Resources, receive up to a maximum of one year accrual, the following benefits granted full-time regular and probationary employees:

1. Vacation accrual
 2. Sick leave accrual
 3. Merit increases as provided in **Section 5.4**, Merit Increases Within Grade.
- B. Employees in extra-help positions which later become full-time regular positions, may, upon approval by the Director of Human Resources, retroactively to a maximum of one year, but in no event for work performed prior to July 16, 1969, receive the following benefits granted full-time regular and probationary employees:
1. Vacation accrual
 2. Sick leave accrual
 3. Merit increases as provided in **Section 5.4**, Merit Increases within Grade.
- C. The calculation of benefits in paragraphs A and B of this Section will be based on the extra help service rendered three hundred sixty-five (365) days immediately prior to the extra help conversion.

6.13 Uniforms

- A. The County provides an annual uniform and safety equipment allowance in the amount of one thousand dollars (\$1000), payable the last pay period in September to Correctional Officer (Entry) and Correctional Officers.
- B. An advance uniform allowance is paid in September for the fiscal year beginning the previous July through the following June (i.e., in September 2001, the uniform allowance received will be for the fiscal year July 1, 2000 through June 30, 2001). Employees entitled to the uniform allowance who begin their employment with the County after the first full pay period in September will receive their uniform allowance for that fiscal year the next September, prorated by the number of pay periods actually worked. (Example: an employee who works 19 out of 26 pay periods in a fiscal year would receive 73% of the uniform allowance of that year). If an employee leaves the County after receiving an advance uniform allowance for that fiscal year, a prorated amount based on the remaining pay periods will be deducted from the terminating employee's last paycheck.
- Employees who have been absent from work for thirteen (13) full pay periods, without pay, shall not be eligible to receive the uniform allowance payment. When an employee who was not eligible to receive the uniform allowance payment is due to an extended absence, returns to work, the employee will be eligible to receive a prorated uniform allowance amount based on the remaining pay periods before the next allowance is due.
- C. Employees are responsible for the purchase, maintenance, repair and replacement of their uniforms shirts, and pants. Uniforms and safety equipment must meet department specifications and standards of appearance and be in good working

order. Uniforms damaged on duty shall be repaired or replaced at the discretion of the Sheriff's Office.

- D. Newly hired employees are initially provided safety equipment and leathers and are thereafter responsible for the purchase, maintenance, repair and replacement of their uniform and equipment as described above. Employees who leave the bargaining unit within five (5) years from the date of entry into the unit must return all safety equipment and leathers to the Sheriff's office.
- E.

6.14 Personal Effects Damage Reimbursement.

If, in the line of duty, an officer's personal effects, as defined below, are damaged or ruined, and the officer is ineligible for using existing insurance or Workers Compensation (per Labor Code Section 3208) to repair or replace the item, the officer will be reimbursed for repair or replacement of such personal effects.

To qualify for reimbursement, the officer must file a request to include a complete report detailing the events that caused the damage, citing witnesses, if any, and presenting the physical evidence of damage to the immediate supervisor. Such a report must be submitted as soon as possible after the damage occurs. The immediate supervisor will survey the damaged property; review the report; and make a recommendation to the Sheriff on whether or not reimbursement is to be made. The final decision will be made at the sole discretion of the Sheriff.

Reimbursable Items	Maximum Amount
Wrist Watch	\$75.00
Prescription Lenses*	\$50.00 per lens
Prescription Glasses Frames*	\$250.00
Hearing Aid*	\$300.00
Dentures	\$240.00/plate

* Required in the performance of duties only. In no event will an officer be reimbursed if the damage is determined to have been caused by the officer's negligence.

7. SAFETY AND WORKERS' COMPENSATION

7.1 Safety

- A. The County shall expend every effort to see 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.

- B. The County agrees to provide such safety equipment and protective clothing as is required to conform with this Section.

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 accordance with Labor Code §4850, 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 in lieu of Workers' Compensation temporary disability or vocational rehabilitation maintenance benefits for a period not exceeding one year, or until such earlier date he/she is retired on permanent disability pension payments pursuant to Labor Code §4850.3. If temporary disability exceeds the one year period, the employee is eligible for temporary disability payments integrated with accumulated leave pursuant to **Subsection J**, below.
- C. In the event that the County is unable to determine if the injury or illness is work-related the employee shall use sick leave and upon exhaustion of sick leave may utilize any other accumulated leave benefits. Once the injury or illness is determined to be work-related, leave benefits will be restored in accordance with Section B, above and Labor Code § 4850.
- 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 (SDI) temporary disability benefits, to ensure continuation of leave accruals and benefits. Failure to apply for and receive SDI benefits will void continuation of health benefits and leave accruals as provided by **Subsections E and F**, below.
- E. For employees who are off work and receiving SDI the County will continue to pay the employer's share of the monthly premiums for medical, vision, dental and life insurance coverage on behalf of a qualified regular full or part-time employee for the period of time that he/she has leave accruals to fully integrate with SDI or for a period of six (6) months, whichever is longer. For employees who are off work and receiving Workers' Compensation Benefits, the County will continue to pay the employer share of the monthly premiums for medical, vision, dental and life insurance coverage on behalf of a qualified regular full or part-time employee for a maximum of fifteen (15) months.
- F. Sick and annual leave shall accrue during any pay period in which the employee

is eligible to receive 4850 temporary disability or temporary disability from Workers' Compensation or State Disability Insurance. Sick and annual leave shall accrue during any pay period in which the employee is fully integrating leave accruals with SDI or for a period of six (6) months, whichever is longer.

- G. Up to two (2) hours paid County time-off may be used to attend repeat medical appointments due to a work related injury or illness. Sick leave may be used for medical appointments due to work related injuries beyond two hours.
- H. In accordance with the Personnel and Salary Resolution, sick leave may be used for nay medical appointments due to a work-related injury or illness. Sick leave may be used for medical appointments due to work related injuries beyond two hours.
- I. Service credit as provided in this Memorandum of Understanding or in the Personnel and Salary Resolution 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 4850 temporary disability benefits or temporary disability benefits from either Workers' Compensation.
- J. Workers' Compensation temporary disability and SDI 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 or SDI temporary disability benefit amount and provide documentation of receipt for which he/she is eligible and otherwise comply with all State statutes and County procedures.
 - 2. Employees' pay, including leave accruals and Workers' Compensation temporary disability or SDI 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. Upon exhaustion of sick leave, other accumulated leave may be integrated with the weekly Workers' Compensation temporary disability or SDI temporary disability benefits.

7.3 Temporary Modified Duty Assignments

- A. If an assignment exists which the department head, in conjunction with the Director of Human Resources, deems may be filled on a temporary basis, first consideration shall be given to those industrially disabled employees within the department:
 - 1. Whose authorized treating physician has indicated in writing that the employee is able to perform the duties of the temporary assignment; and

2. Who have the capability and qualifications to perform temporary assignment.
- B. The remuneration will be the employee's regular salary.
 - C. The employee's department head will determine the assignment and its duration, but the employee shall return to his/her normal job as soon as released by his/her treating physician or is no longer temporarily disabled. Light duty is available in accordance with County Return to Work Policy.
 - D. If there is more than one industrially disabled employee eligible for a light duty assignment, first consideration shall be given to the employee with the most pertinent qualifications, skills, and abilities who has been off work the longest period of time without pay.
 - E. After industrially injured employees have been considered, non-industrial disabled employee will be given a second consideration on the same basis as provided above.

8. INCENTIVES AND DIFFERENTIALS

8.1 Bilingual Pay Differential

- A. Procedure for Requesting Bilingual Pay Differential
 1. Recommendations for bilingual appointments shall be submitted by the department head to the Human Resources Department and shall include:
 - a. Name and class of each employee recommended for duties requiring bilingual skills.
 - b. A description of the bilingual duties to be performed by each employee in sufficient detail to indicate second language to be utilized, purpose, nature and frequency of use.
 - c. Location of assignment.
 - d. An employee may appeal the recommendation of the department head to the Director of Human Resources who shall evaluate the recommendation and approve or deny the request.

B. Bilingual Pay Differential Eligibility

1. Any bilingual person employed in a designated public contact position, which has been assigned duties involving regular and frequent use of bilingual skills, shall be eligible to receive the additional compensation.
2. Regular and frequent use shall mean using the skill on the average of once per workday and/or fifty percent (50%) of the time. However, exceptions can be made at the discretion of the Department and concurrence of the Director of Human Resources for unique circumstances.
3. Any bilingual employee who has been assigned duties involving the use of bilingual skills (e.g., interpreter) may be eligible to receive the additional compensation provided in this Section.
4. The provisions of this Section shall be limited to those employees occupying regular, probationary or limited-term full-time positions.
5. The provisions of this Section shall not apply to supervisory positions with the exception of working supervisors who spend at least fifty percent (50%) of their time in direct contact with the public.
6. The compensable second languages shall be limited to those required in the delivery of public services to the various target groups within the County (e.g., Spanish, Filipino).

C. Bilingual Pay Differential Allowance

1. Designated employees shall be eligible to receive additional compensation at the rate of \$55.00 per pay period (approximately \$1,430.00 per year).
2. Such compensation shall be effective the first day of the payroll period following certification by the Human Resources Department that the employee is eligible to receive the bilingual differential.

D. Termination of Bilingual Pay Differential

1. The bilingual differential allowance shall cease when any of the following occurs:
 - a. The employee terminates his/her employment with the County.
 - b. The employee is released from County employment.
 - c. The position is determined to no longer require bilingual skill.

- d. The employee is assigned to a position not requiring the bilingual ability.
- 2. An employee who is on leave of absence without pay during a pay period shall receive the bilingual differential in proportion to the relationship of the time worked during that pay period bears to eighty (80) hours.

8.2 Call Back and Standby Pay Differential

A. Call Back

Any employee who is called back to work outside of their normal work hours and/or work day, for an emergency or other unplanned and unscheduled event shall be paid for call back duty at their straight time hourly rate, (subject to the provisions of Overtime and Call Duty, **Section 20.2.**) not to exceed the maximum step of the working level classification with a guaranteed payment equivalent to three (3) hours straight time pay when the call back time worked is less than three (3) hours.

Travel time to and from the work site for call back shall not be considered time worked.

B. Cancelled Overtime Shifts

When an employee reports for work for a scheduled overtime shift which has been cancelled, the employee will receive a payment of three (3) hours of straight time pay unless the employee was notified of the cancellation at least two (2) hours prior to the start of the scheduled overtime shift. Such pay shall not be counted as time worked for purposes of overtime computation.

C. Standby

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 his/her supervisor can reach him/her on ten (10) minutes' notice or less.

If an employee is placed on standby duty, such employee shall be compensated for the time spent on assigned standby at two dollars fifty cents (\$2.50) per hour. If such standby is spent on weekends or holidays, the employees shall be compensated at three dollars (\$3.00) per hour. No employee shall be compensated for standby duty and call back work simultaneously. Classes used as standby and call back must be approved by the County Administrator both as to authorized classes and authorized numbers.

D. Shift Differential

1. Any employee, who works as 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.
2. For purposes of this Section a swing shift is defined as a work of shift of eight (8) consecutive hours or more which includes as least five (5) 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 as 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 graveyard shift differential:
 - a. 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.
 - b. 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.

E. Jail Training Officer Differential

Correctional Officers designated by the Sheriff as Jail Training Officers (JTO) shall be eligible to receive additional compensation in the amount of thirty-seven dollars (\$37) per day while engaged in the training of Correctional officer, not to exceed two hundred and twenty-two dollars (\$222) per pay period. In order to receive such additional compensation the employee must be a certified trainer through STC (Standards and Training for Corrections).

EF Court Time Differential Pay

Regular and probationary employees shall be compensated at one and one-half time their normal hourly rate of pay for the actual time required to be in attendance for County work related court appearances during off-duty hours with a minimum of three (3) hours for all court periods spent which are less than three (3) hours.

8.3 Canine Handler Compensation

1. Agreement on Hours Worked- The amount of off-duty compensable working time attributable to all ordinary aspects of canine care (including without limitation, caring, feeding, exercising, grooming, kennel cleaning, cleaning of

County vehicles) by employees assigned to canine duty amounts to thirty (30) minutes per day, 3.5 hours per week. This amounts to a good faith estimate, intended to be comprehensive, accurate and inclusive of all pertinent facts.

- 2. Compensation- Employees assigned to canine duty shall be paid five percent (5%) of the canine handler’s base pay per pay period to compensate for the 3.5 hours off-duty time worked per week caring for the canine.

- 3. If and when an employee assigned to canine duty performs any work involving the canine, the employee shall report such work immediately to the employer within 24 hours and shall submit a written report the next scheduled duty date. Extraordinary work includes, but is not limited to, unanticipated trips for emergency veterinary care, or any other canine related work which causes substantial increase in canine work time beyond the 3.5 hours compensated per week.

- 4. Miscellaneous- In addition to the ordinary canine care compensation, the County shall provide for the canine’s food, grooming supplies, disinfectants, kenneling and all approved veterinary care.

9. VACATION

A. Accrual

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

Vacation Credit Pay Periods of Continuous Service	Per Pay Period of Continuous Service	Maximum Earnable Vacation Accrual
0 through 78 pay periods	3.08 hours	160 hours
79 through 260 pay periods	4.62 hours	240 hours
Over 260 pay periods	6.16 hours	320 hours

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

- 2. Every employee in a part-time regular or limited- term position shall receive vacation benefits and maximum earnable vacation accrual in the same ratio to the vacation benefits received by an employee in a full-time regular or limited-term position with like pay periods of consecutive service, as the number of hours in the part-time work schedule is to the

number of hours in the full-time work schedule. The number of hours of entitlement for vacation days earned while employed as a full-time employee shall not be reduced by virtue of an employee's status being changed to part-time after such entitlements were earned as a full-time employee.

3. Absence without pay for more than sixteen (16) working hours in a pay period shall cause the pay period's service not to be counted toward earning vacation credit.
4. Vacation time taken shall not be counted as time worked for purposes of overtime computation.
5. Employees who are terminating their employment for reasons other than paid County retirement shall not use annual leave or comp time as their termination date (e.g., requesting annual leave or comp time to begin 3-7 and the actual termination date to be 3-13, etc.).
6. Employees do not become eligible to take their earned vacation until they have completed thirteen (13) pay periods of continuous service. After completion of thirteen (13) pay periods of continuous service, employees then become eligible to take vacation as it is earned. Once an employee becomes eligible to take earned vacation, he/she may use this vacation as an extension of sick leave.
7. Each department head shall be responsible for scheduling the vacations of his/her employees in such a manner as to achieve the most efficient functioning of the department and of the County service. No person shall be permitted to work for compensation for the County in any capacity during the time of his/her paid vacation from County service.
8. Any person separating from County service who has not taken his/her earned vacation, if any, shall receive the hourly equivalent of his/her salary for each hour of earned vacation, up to the end of the last full pay period worked, based on the pay rate in effect for each person on the last day actually worked. Such payment shall be to the nearest one tenth of an hour. Employees terminating from County service prior to becoming eligible to take earned vacation shall be paid for earned (accrued) vacation. For purposes of this Section, sick leave and compensatory time off with pay shall be counted as days worked. When separation is caused by death of an employee, payment shall be made to the beneficiary, if designated, or to the estate of such employee, or in applicable cases, as provided by Section 630 of the Probate Code.
9. A person receiving pay in lieu of unused vacation may not be re-employed by the County of Solano in any capacity until a number of working days

equal to the number of days paid vacation has elapsed following the effective date of the separation. Nothing in this Section shall be interpreted as preventing a department head from filling a position vacated by separation immediately following the effective date of separation.

10. 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 (e.g., 2016). This election shall be irrevocable. Payment will be made before December 31 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 (160/240/320 hours) during the following calendar year;
 - b. the requirement for the employee to have accrued during the following calendar year (e.g., 2017), the requested number of hours to be cashed out; and
 - c. the requirement that the employee has taken at least forty (40) hours of vacation during the calendar year in which the irrevocable election is made.

B. Notice to Department Heads

In order to avoid the possibility of employees not receiving earned vacations, the County agrees to the following:

If the department head does not provide a specific time for the use of vacation leave, an employee may, as a matter of right, when the accumulated vacation to his/her credit reaches his or her maximum earnable vacation accrual, give oral or written notice to department head and take up to eighty (80) hours.

10. SICK LEAVE

- 10.1 An employee who enters the service of Solano County in a regular or limited-term position shall begin earning sick leave dating from the first of the pay period following the pay period in which the employee commenced such continuous service, unless such commencement date was the first working day of a pay period, in which case, the first day of sick leave accrual shall date from the first of the pay period in which the service began.

- 10.2 Every employee holding a regular or limited-term full- time position shall accrue 3.70 working hours sick leave with pay for each pay period of service; except, that no employee shall earn sick leave credit during a pay period in which he/she is absent without authorization or in which he/she is absent without pay for more than sixteen (16) working hours. During the pay period in which a leave of absence without pay is granted for two (2) days or less, the employee shall accrue sick leave with pay in proportion to the relationship the time worked during that pay period bears to eighty hours. It shall be computed to the nearest hundredth of an hour.
- 10.3 Every employee holding a regular or limited-term part- time position shall accrue sick leave with pay in proportion to the relationship his/her basic workweek bears to forty (40) hours. No such employee shall earn sick leave credit during a pay period in which he/she is absent without pay more than fifteen (15) per cent of the regularly scheduled working hours for the position. The number of hours of entitlement for Sick Leave earned while employed, as a full-time employee shall not be reduced by virtue of an employee's status being changed to part-time after such entitlements were earned as a full-time employee.
- 10.4 Not more than eighty (80) hours of sick leave annually may be granted to an employee for absence due to the care or attendance of ill or injured members of his/her immediate family.

In accordance with **Subsection 20.1.E.**, Alternate Work Schedules, the County and Association shall meet and confer on the affects to this **Subsection 10.4** of the possible implementation of alternative work schedules during the term of this agreement.

- 10.5 Sick leave shall not be used in lieu of vacation, but vacation or compensatory time off may be used in lieu of sick leave, after accrued sick leave has been exhausted. Sick leave shall not be counted as time worked for purposes of overtime computation.
- 10.6 No County employee shall be entitled to sick leave while absent from duty on account of the following causes:
- A. Sickness or disability sustained while on leave-of-absence without pay.
 - B. Ordinary tiredness or restlessness.
- 10.7 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

10.8 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**).

10.9 For the purposes of this Section, a member of the immediate family is construed to mean the grandparent, mother, mother in law, father, father in law, husband, wife, registered domestic partner, person assuming the role of the employee’s spouse, son, daughter, brother or sister, grandchild, or a minor child for whom the employee has legal custody, a person acting in loco parentis for the employee, or relatives living in the employee’s home.

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

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

10.11 Sick leave because of an employee's physical incapacity will not be approved when the injury or illness is directly traceable to employment other than the County or where the injury or illness is caused by the employee's serious and willful misconduct; as such, terms are defined and interpreted under the Worker's Compensation and Safety Act.

11. LEAVE CONTRIBUTION PROGRAM

11.1 Nature of Program

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

11.2 Eligibility for Leave Contribution Program

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

- A. Be a regular full-time or regular part-time employee who has passed his/her initial County probationary period,
- B. Have exhausted all accumulated leave including annual leave, sick leave (unless the leave involves the care of another and the 10 days of family sick leave have been used or involves other circumstances), administrative leave and/or compensatory time off,
- C. Be able to return to work for at least 30 days, and
- D. Have applied and received approval for a Leave of Absence Without Pay.

11.3 Benefits of the Leave Contribution Program

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

If the leave is for reasons other than the employee's own illness or injury, the donated leave will be converted to vacation and credited to the employee's vacation accrual on an hour-for-hour basis. While an employee is on leave using donated leave hours, no vacation or sick leave hours will accrue.

11.4 Guidelines for Donation of Leave Credits to the Leave Contribution Program

- A. Accrued vacation and compensatory time off, and/or Administrative Leave hours may be donated by any regular or regular part time employee who has completed his/her initial County probationary period.
- B. Time donated will be converted from vacation, CTO, or Administrative Leave hours to sick leave hours and credited to the receiving employee's sick leave balance on an hour-for-hour basis and shall be paid at the rate of pay of the receiving employee. For employees who are using leave, for circumstances other than their own injury or illness, the donated hours will be converted to vacation.
- C. The total amount of time donated to one employee by another employee shall not exceed forty (40) hours. The total leave credits received by the employee shall not

normally exceed three months; however, if approved by the Department Head, the Director of Human Resources may approve an extension to six months total time.

- D. Initial leave time donations must be a minimum of eight (8) hours and thereafter, in four hour increments. An employee cannot donate leave hours, which would reduce his/her vacation balance to less than 40 hours.
- E. The use of donated leave hours will be in consecutive one shift increments (i.e., 8 hours for a full-time employee working five eight hour days/week).
- F. Under all circumstances, time donations made by the employee are forfeited once made. In the event that the receiving employee does not use all transferred leave for the catastrophic illness/injury, any balance will remain with that employee until that employee's separation from County service.
- G. Payment for unused sick leave at the time of termination of employment shall be in accordance with **Subsection 10.7** of this MOU.
- H. In accordance with Internal Revenue Service Ruling 90-29, leave transferred for medical reasons will not be considered wages for the employee who surrenders the leave and will therefore not be included in gross income or subject to withholding. An employee who donates leave incurs no deductible expense or loss either upon the donation or use by the recipient. The tax impact of leave donation for other reasons is unknown at this time.

12. BEREAVEMENT LEAVE

Employees shall be entitled to a bereavement leave, not chargeable to vacation or sick leave in the event of the death of one of the following members of the employee's family:

- natural, step, adoptive parents and grandparents of the employee;
- natural, step, adopted children and grandchildren of the employee;
- natural and step brothers and sisters of the employee;
- present spouse of the employee;
- natural parents and grandparents of the employee's spouse;
- grandchildren of the employee's spouse;
- natural brothers and sisters of the employee's spouse;
- present spouses of the employee's natural brothers and sisters;
- son-in-law and daughter-in-law of the employee.

Such leave shall be a maximum of forty (40) hours within ten (10) consecutive calendar days, whether services are within the State or outside the State of California. Employees desiring more time off under these circumstances may request vacation or other appropriate leaves, which may or may not be granted at the sole discretion of the department head.

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

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 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 the connivance or misconduct of the employee shall be entitled to his/her regular county pay provided the employee deposits their fees such services, exclusive of mileage, with the County Treasurer within thirty (30) calendar days after their excused absence for such duty. Requests for Jury Duty leave should be made by presenting the official court summons to the employee's immediate supervisor as soon as possible after receipt. Jury duty is not considered as time worked for purposes of overtime compensation.
- 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 work a combined total of more than twelve (12) hours. An employee assigned to

grave shift is not required to report to work the day he or she was committed for jury duty or served on a jury past 12:00 noon.

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

13.4 Time Off for Blood Donation

Employees will be allowed to take the last two (2) hours of their work shift off without loss of pay and allowances for the purpose of donating blood. The employee will be required to provide proof that he/she did in fact donate blood during this time. This provision shall not be exercised more frequently than once in any three (3) months period. Time provided under this provision shall not be cumulative and advance approval for each donation period shall be obtained from the appropriate department supervisor.

13.5 Time Off for Promotional Examinations

Employees represented in this unit and are in the classified service shall be entitled to necessary time off with pay for the purpose of taking qualifying or promotional examinations for the County. 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, 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 of paid Temporary or Active Duty Military Leave (excludes inactive Duty) per fiscal year for each hour in which the employee was otherwise scheduled to work.

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 Right).

13.7 Leave of Absence Without Pay

- A. A leave of absence may be granted only to an employee having a satisfactory record. Department heads may authorize a leave of absence without pay for a regular or probationary employee for a period of time not to exceed thirty (30) calendar days. Successive leaves may not be granted by department heads.

- B. Any regular or probationary employee may be granted a leave of absence without pay in excess of thirty (30) calendar days upon his/her written request and the recommendation of his/her department head to the Director of Human Resources, and only upon the exhaustion of all other appropriate leave balances. Requests for leave of absence without pay shall be made upon forms prescribed by the Director of Human Resources and shall state specifically the reasons for the requests, the date when it is desired to begin the leave and the probable date of return. The request shall normally be initiated by the employee, but may be initiated by his/her department head. The department head shall indicate on the request form his/her recommendation as to whether the request should be granted, modified or denied and shall promptly transmit the request to the Director of Human Resources.
- C. A leave of absence without pay either approved by the department head or approved by the department head and the Director of Human Resources, shall be transmitted by the Director of Human Resources to the Auditor-Controller for appropriate action.
- D. A leave of absence without pay may be for a period not to exceed one (1) year. Such leave may be extended for an additional year, provided the request for the extension, processed as the original request, is made at least ten (10) days prior to the end of the original leave. The Director of Human Resources shall be promptly notified at the return of any employee from a leave of absence without pay.
- E. Neither leave accruals nor benefits shall accrue while an employee is on leave of absence without pay.
- F. Immediately prior to or at the time of return from leave of absence to active duty the employee may be required by his/her department head to submit a statement from his/her physician certifying as to his/her physical and/or mental ability to resume the duties of his/her position.
- G. Whenever an employee has been granted a leave of absence without pay and desires to return before expiration of such leave, the department head may require that reasonable notice not in excess of fifteen (15) calendar days be given.
- H. A leave of absence may be revoked by the Civil Service Commission upon evidence submitted by the department head that the cause for granting leave was misrepresented or has ceased to exist.
- I. Failure to return at the expiration of a leave of absence or being absent without leave shall be considered as an automatic resignation. Such a resignation may be rescinded by the department head if the employee presents satisfactory reasons for his/her absence within five (5) days of the date his/her automatic resignation became effective.

- J. 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 will increase the employee's usefulness on return to his/her position.
 4. For other reasons acceptable to the department head and/or the Director of Human Resources.

14. HOLIDAYS

14.1 Eligibility.

- A. Only regular, probationary and limited-term employees shall be eligible for paid holidays.
- B. An employee must work or be paid for all or part of both the employee's regularly scheduled work day before and after a holiday to be eligible for that holiday.
- C. An employee who is terminating his/her employment for reasons other than paid County retirement may not use annual leave, sick leave or comp time on the day after a holiday if his/her last actual working day falls before the holiday. A holiday or floating holiday shall not be used as the date of termination (e.g., January 1st) in order to be paid for the day.
- D. A part-time employee shall receive those paid holidays on the same basis as his/her basic workweek relates to forty (40) hours, regardless of work schedule.

14.2 Holiday Compensation.

- A. Any employee 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 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 pay period in which it was earned, or if that is not possible, within the fiscal year. Holiday CTO earned will be credited to the employee's accrued CTO bank.

- B. 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 Holidays

- A. Fixed Paid Holidays Include:

Holiday	Day
New Year's Day	January 1 st
Martin Luther King's Birthday	Third Monday in January
Lincoln's Birthday	February 12 th
Washington's Birthday	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4 th
Labor Day	First Monday in September
Columbus Day	Second Monday in October
Veterans' Day	November 11 th
Thanksgiving Day	Fourth Thursday in November
Day after Thanksgiving	Friday after Thanksgiving Day
Christmas Day	December 25 th

- B. Other Paid Holidays Include:

1. Special or limited holidays appointed by the President or Governor which are recognized by the Board of Supervisors.
2. Such other days in lieu of holidays as the Board of Supervisors may determine.
3. Floating Holidays annually in accordance with the following:
 - a. Three (3) Floating Holidays annually on January 1st of each succeeding year. (The conditions listed below must be met in order to qualify for Floating Holidays.)
 - b. Only those employees who have either successfully completed their initial County probationary period, or 26 full pay periods of continuous service, whichever is less, are eligible to receive these Floating Holidays.
 - (1) Employees who successfully complete their initial probationary period between January 1st and June 30th of any given year shall receive one (1) Floating Holiday effective July 1st of that year.

- (2) Employees who successfully complete their initial probationary period between July 1st and December 31st of any given year shall not receive any Floating Holidays for that year, but shall receive two (2) Floating Holidays effective January 1st of the succeeding year.
 - c. Subject to advance approval by the Department, these holidays may be taken at any time during the calendar year, but must be taken within the calendar year in which they are given. Floating Holidays are to be taken eight (8) hours at a time and are not to be utilized on a partial basis.
 - d. Any eligible employee separating from County service who has not taken that calendar year's Floating Holidays shall receive payment for such holidays at the rate at which the employee is currently employed.
 - e. Part-time employees shall receive Floating Holidays in proportion to the relationship their basic workweek bears to forty (40) hours. The number of hours of entitlement for Floating Holidays earned while employed, as a full-time employee shall not be reduced by virtue of an employee's status being changed to part-time after such entitlements were earned as a full-time employee.
- C. Employees assigned to no-relief required positions shall take the fixed holiday unless otherwise required to work, as directed by the Sheriff or designee.

15. PROBATIONARY PERIOD

15.1 Probationary Period

- A. All new or re-employed employees in full-time regular positions, shall serve a probationary period or twenty-six (26) full pay periods from the date of appointment ending with the last day of the twenty-sixth (26th) full pay period.
- B. All full-time employees who transfer from one department to another shall serve a probationary period of twenty-six (26) full pay periods from the date of transfer. In addition, all full-time employees who are promoted shall serve a probationary period of twenty-six (26) full pay periods from the date of promotion ending with the last day of the twenty-sixth (26th) pay period. A probationary period may be extended beyond the 26th by an employee's leave of absence in accordance with sub section D below.
- C. All part-time employees shall serve an extended probation period beyond twenty-six (26) pay periods in proportion to the relationship their basic workweek bears to forty (40) hours.

- 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 during which the employee was on the leave-of-absence with or without pay, military leave or jury duty.
- E. There shall be an evaluation of each employee's job performance nine (9) pay periods from the date of appointment to a regular or limited-term position and before any merit increase or every twenty-six (26) pay periods after reaching the top step of the salary grade for the class in which they are employed.
- F. The Sheriff shall advise the Director of Human Resources whether he/she wishes to grant regular status to the employee or terminate the employee's services. The probationary period may not be extended except as provided in B and D above, and an employee who is permitted by the employee's department head to work beyond the end of the probation period shall be deemed to have passed the employee's probation period.
- G. New and re-employed employees who have not completed their initial probationary period are eligible for promotional examinations. They are not eligible to transfer from one department to another unless the allocated position occupied by that employee is transferred to another department.
- H. The probationary period may exceed twenty-six (26) full pay periods of active duty when the extension is by mutual agreement between the probationer, appointing authority and the Director of Human Resources or when the probationary period is extended pursuant to Section 15.1 B and D above. The probationary period shall not exceed thirty-nine (39) full pay periods of active duty.

15.2 Rejection of Employee During the Probationary Period

- A. A probationary employee may be separated from the service at any time during the probation period without right of appeal or hearing unless the employee alleges that such separation was based upon discrimination. In such cases, the appeal and hearing shall be processed in accordance with **Section 18** of this Memorandum of Understanding.
- B. Notwithstanding any other provisions of this Section, an employee who has completed the probationary period following initial appointment, but fails to complete the probationary period for a position to which he/she has been promoted or transferred shall have the right of appeal in accordance with **Section 18, Disciplinary Action**, of this Memorandum of Understanding.

- D. An employee rejected during the probation period from a position to which he/she had been promoted or transferred, may be restored to his/her former position. Such restoration is not mandatory, but is optional at the discretion of the department head of the position to be retreated into within the limits of available authorized positions.

- E. Any employee who (1) has completed an initial County probationary period and obtained regular status; (2) is promoted from one class to another, both of which are in the same department and Representation Unit subject to these provisions; and (3) fails the promotional probation period, shall 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 the employee would have been entitled if the promotion had not occurred.

- E. If an employee cannot be restored to the former class,
 - 1. The employee may be appointed by the department head to any other vacant position in any class provided:
 - a. the position is in the current department;
 - b. the class is in the same representation unit as the former class;
 - c. the employee meets the minimum qualifications for the class;
 - d. the salary grade for the class does not exceed the grade of the class held immediately prior to promotion;
 - e. the Director of Human Resources concurs with the appointment.
 - 2. The employee will serve a new probationary period.
 - 3. The employee's name will be placed on the current or continuous eligible list for that classification held immediately prior or promotion. The employee's name will be certified along with the regular number of applicants to vacancies in the class until the employee is selected or the eligible list is abolished.

16. LAYOFFS

Employees who are laid off and subsequently rehired within a ninety (90) calendar day period following the effective date of their layoff will be considered as having served continuously in County service for purposes of seniority and annual leave accrual. During this ninety (90) -calendar day period, such laid off employees will not be entitled to cash out accumulated annual leave entitlement, sick leave, holiday leave or compensatory time off. In the event such laid off employee is not rehired within this ninety (90) day period, or if a laid off employee relinquishes all reemployment rights with the County within this

ninety (90) day period, such employee shall be entitled to payoff of earned benefits as provided in the Memorandum of Understanding between Solano County Sheriff's Custody Association, and the County.

The County will preferentially certify laid off employees to vacant positions for a period of 90 days following the effective date of their layoff provided they meet the minimum qualifications for such vacant positions excluding, however, vacant positions in lead, senior, or higher classifications (i.e., positions above the journey person level).

17. This Section Reserved for Expansion

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

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

- A. A description of the proposed action to be taken;
- B. 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;
- C. A clear and concise statement of the reasons for the proposed action;
- D. 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,
- E. 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.

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.

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 may either appeal such dismissal, suspension, demotion or reduction on salary to the Civil Service Commission or file an appeal as defined below. 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 fifteen (15) 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 (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) Union representative and one (1) representative of the County.

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

The recommendation of the Adjustment Board shall be advisory only.

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

The Adjustment Board's recommendation shall neither be made public nor be introduced into any other 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 Union or the County may require that the grievance be referred to an impartial arbitrator who shall be designated by mutual agreement between the Union and the Director of Human Resources or his/her designee.

In the event the parties are unable to agree on an arbitrator, the parties shall solicit from the State of 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 Union and the County. Each party, however, shall bear the cost of its own presentation, including preparation and post hearing briefs, if any. The request for arbitration 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

Decisions of arbitrators on matters properly before them shall be final and binding on the parties hereto.

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 Union 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.

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.

If the Director of Human Resources or his/her designee or the Adjustment Board in pursuance of the provisions of **Section 15** above, resolve a grievance 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 assess any penalty upon the County. If the Arbitrator finds that the County did not have just-cause to take the action complained of, the Arbitrator may set aside or modify the discipline imposed.

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.

19.2 Grievance Purpose

The purposes of this procedure are:

- A. To resolve grievance disputes informally at the lowest possible level;
- 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 union, and County representatives;
- D. To determine and correct, if possible, the causes of grievance disputes.

19.3 Grievance Steps

Step 1. Informal Discussion

An employee who believes that he/she has a grievance shall discuss his/her complaint with his/her immediate supervisor (or such management official designated by the department head within fifteen (15) calendar days of the incident or occurrence. This meeting shall be held in an effort to resolve the grievance informally. The immediate supervisor/management official shall have ten (10) calendar days from the date of the

informal discussion to respond to the employee. If an agreement is reached to resolve the issue, the supervisor will confirm the outcome in writing.

If the management official's response does not resolve the grievance, the employee has ten (10) calendar days from the management official's response date to file the grievance in writing with the department head or his/her designee. If the management official fails to respond, the employee has ten (10) calendar days from the date the management official's response was issued to file the grievance in writing with the department head or his/her designee.

Step 2. Department Head and/or Designated Representative

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 grievant 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 the complainant and attempt to reach a satisfactory resolution of the problem. No grievance may be processed under Step (4) or Step (5) below which has not first been filed and investigated in accordance to 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) working days of receipt of the timely request for an Adjustment Board. The Adjustment Board shall be comprised of a mediator for the State Mediation Service, one (1) Union representative and one (1) representative of the County.

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

The recommendation of the Adjustment Board shall be advisory only.

The Adjustment Board shall not issue any public statement or fact or opinion in 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, 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 Union and the Director of Human Resources or his/her designee.

In the event the parties are unable to agree on an arbitrator, the parties shall solicit from the State of 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 expense of the arbitrator and of a Court Report shall be shared equally by the Union and the County. Each party, however, shall bear the cost of its own presentation, including preparation and post hearing briefs, if any. The request for arbitration shall be made in writing within twenty-one (21) calendar days following recommendation of the Adjustment Board.

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 Adjustment Boards and arbitrators on matters properly before them shall be final and binding on the parties hereto.
- B. No Adjustment Board and 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 unless such dispute falls within the definition of a grievance.
- C. Proposals to add to or change this Memorandum of Understanding or written agreements or addenda supplementary hereto shall not be arbitrable and no proposal to modify, amend, or terminate this Memorandum of Understanding, nor

any matter or subject arising out of or in connection with such proposal, may be referred to arbitration under this Section. Neither any Adjustment Board nor any arbitrator shall have the power to amend or modify this Memorandum of Understanding or written agreement or addenda supplementary hereto or to establish any new terms or conditions of employment.

19.6 Compensation Complaints

All complaints involving or concerning the payment of compensation shall be initially filed in writing with the Human Resources Director. Only complaints, which allege that employees are not being compensated in accordance with the provisions of this Memorandum of Understanding, shall be considered as grievances. Any other matters of compensation are to be resolved in the meeting and conferring process and if not detailed in the Memorandum of Understanding which, results from such meeting and conferring process shall be deemed withdrawn until the meeting and conferring process is next opened for such discussion. No adjustment shall be retroactive for more than sixty (60) days from the date upon which the complaint was filed.

No change in this Memorandum of Understanding or interpretations thereof (except interpretations resulting from Adjustment Board or arbitration proceedings hereunder) will be recognized unless agreed to by the Director of Human Resources and the Association.

19.7 County Code and Civil Service Commission

- A. The provisions of this Section shall not abridge any rights to which an employee may be entitled under the County Code, nor shall it be administered in a manner, which would abrogate any power, which, under the County Code, may be within the sole province and discretion of the Civil Service Commission.
- B. All grievances of employees in representation units represented by the Association shall be processed under this **Section 19**, Grievances. If the County Code requires that a differing option be available to the employee, no action under **Subsection 19.3**, Step 3 above shall be taken unless it is determined that the employee is not availing himself/herself of such option.
- C. No employee may utilize the grievance procedure when another procedure has previously been utilized.
- D. If any award by an Adjustment Board or arbitrator requires action by the Board of Supervisors of the Civil Service Commission before it can be placed in effect, the Human Resources Director will recommend to the Board of Supervisors or the Civil Service Commission, as appropriate, that it follow such award.

20. HOURS OF WORK AND OVERTIME

20.1 Hours of Work

A. Work Day

Except as may be otherwise provided by order of the Board of Supervisors, eight (8) hours of work shall constitute a day's work for all regular, probationary full-time employees. The lunch period shall not be considered part of the eight (8) hours of work, except in twenty-four (24) hour facilities where the employee continues to work during the lunch period.

B. Workweek

Except as may be otherwise provided, the official workweek shall be forty (40) hours of work in any seven (7) consecutive calendar days. The workweek schedule shall normally consist of five (5) workdays of eight (8) hours work each. However, department heads may establish workweek schedules, which differ from the normal schedule, upon recommendation of the County Administrator and approval by the Board of Supervisors. It shall be the duty of each department head to arrange the work of his/her department so that each employee therein shall work not more than forty (40) hours in any workweek; except, that a department head may require any employee of his/her department to temporarily perform service in excess of forty (40) hours when public necessity or convenience so requires.

C. Rest Periods

Each employee shall be entitled to take one fifteen (15) minute rest period for each four (4) hours of work performed by such employee in a workday. If not taken, such rest period is waived by such employee. Authorized rest period time taken shall be counted as time worked.

D. Shift Assignments

In making shift/position assignments, the following criteria shall be considered: (1) The operational needs of the Department, (2) indicated employee preference by seniority, (3) skill and abilities of employees to do the job and (4) previous employee job performance evaluations. A shop steward will be invited to observe the shift assignment process. No Correctional Officer shall be permitted to occupy the same position for more than two (2) consecutive years. However, management shall be able to extend assignments beyond two (2) years for extenuating operational needs. The Sheriff or his/her designee's decision shall be final and not subject to appeal or the grievance process.

E. Alternate Schedules

Upon notice from either party, the County and Association shall meet and confer on the possible implementation on alternative work schedules during the term of this agreement.

F. Shift Changes

The County shall give notice to an employee at least seven (7) days prior to the effective date of a change of shift. Unexpected changes required by emergencies, or which are due to other unforeseeable circumstances, are exempt from this section. Should the County decide to change the time period for the department wide shift change over; it shall give thirty (30) days' notice to the Association.

20.2 Overtime

A. Overtime Work Defined

1. For employees exempt from FLSA, overtime work shall be defined as all work specifically authorized by the department head that is performed in excess of forty (40) hours per week. In those cases where a special agreement between the department head and the employees is made, overtime may be defined as all work performed in excess of eighty (80) hours in a two (2) week pay period.
2. Off duty, time spent as a witness in court in connection with regular duties as a County employee shall be considered overtime, except as may otherwise be provided in this Memorandum of Understanding.
3. Time worked beyond the official forty (40) hour workweek shall not be considered overtime unless it has been specifically ordered or authorized by the department head.
4. All employees 'covered' under FLSA shall be paid for all time worked beyond the maximum allowable for appropriately assigned worked periods at one and one half times their regular rate of pay.

B. Application of Overtime

1. If, in the judgment of a department head, work beyond the official forty (40) hour workweek is required, he/she may order such overtime work. This overtime work will be compensated for as provided in this Section. The County Administrator may require department heads to obtain his/her approval prior to ordering overtime work by an employee in excess of eighty (80) hours in a fiscal year.
2. Time worked as overtime shall not be counted as service time for purposes of employee benefits eligibility or accrual or probation or merit increase

periods. Compensatory time off taken by an employee may be used as part of the established workweek to earn employee benefits and to serve out probation and merit increase periods.

3. No department head may employ a person from outside the department as a substitute for an employee who is on compensatory time off. No department head shall assign an employee within the department as a substitute for another employee who is on compensatory time off, where such employee assigned receives an increase in pay, as a result of such assignment. Within budget limitation, extra-help employees may be utilized to substitute for employees who are on compensatory time off.
4. No regular, probationary or limited-term employee may be employed in one or more positions, full or part-time, more than a total of forty (40) hours per week, excepting authorized overtime, unless authorized by the Board of Supervisors. Nothing in this Section is to preclude an employee from temporarily serving in another capacity in the event of an emergency provided he/she has the approval of his/her department head.

C. Overtime Payment

1. Employees covered under FLSA (designated as 09) shall be paid for all work in excess of forty (40) hours in a workweek at one and one-half times the regular rate of pay, however, employees may be granted CTO at the rate of one and one-half hours off for each hour worked in lieu of overtime payment with the concurrence of the appropriate departmental authority. Compensatory time off shall be approved at the sole discretion of the department head.
2. Payment for overtime shall be separately itemized on the payroll certification.
3. Any CTO accumulation in excess of eighty (80) hours shall be taken off within the fiscal year in which it is earned. If the department head is unable to schedule sufficient time off during the fiscal year the employee's accrual balance shall be reduced to eighty (80) hours at the end of the fiscal year and the employee paid for all hours reduced from his or her balance at the employee's applicable straight time rate in effect on the last full pay period in the outgoing fiscal year.

In addition to the fiscal year end payout, a department head may authorize employees to reduce the accrued hours to eighty (80) hours on the first paycheck of December. The payout of compensatory time off may occur, subject to it being offered (authorized) by the department head, in both December and June of any given fiscal year.

4. Compensatory time off taken by an employee shall be counted as time worked for purposes of overtime computation. Time off on recognized fixed County Holidays shall be considered time worked for overtime calculation purposes.
5. When an employee in a regular part-time position is required to work in excess of his/her regular work schedule during any week to cover seasonal peak workloads, emergency extra workloads of limited duration, necessary vacation relief and other similar situations, such work shall be compensated for at the employee's regular rate. For time worked in excess of forty (40) hours, the employee will be paid as provided in this Section.
6. Anytime a Correctional Officer works twelve (12) consecutive hours or more, the time after eight (8) hours will be considered overtime, compensable at one and one-half times the base rate of pay except-off duty time spent as a witness in court in connection with regular duties as a County employee and scheduled shift changes shall not apply in counting of hours as defined within this subsection.

21. NO STRIKE / NO LOCKOUT

- 21.1 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, refusal to operate designated equipment (provided such equipment is safe and sound) or to perform customary duties during the term of this Memorandum of Understanding.
- 21.2 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 agreement shall prevent, relieve or otherwise excuse any County employee from the performance of any duty imposed upon him/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/her office or employment. County officers and heads of departments are empowered to stagger, rearrange and adjust the hours of employment of employees in such a manner as to enable them to keep their offices open at all times required.

22.2 Mileage Reimbursement

A. Amount of Reimbursement

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

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 side 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 regular 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 normal 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 a personal vehicle on County business shall file evidence of insurance with their 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.

Suggested Coverage:

1. Personal Injury: \$15,000 per person/\$30,000.
2. Uninsured Motorist: \$15,000 per person/\$30,000 aggregate.
3. Property Damage: \$5,000.

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 \$100.00 per accident.

22.3 Conflict of Interest

- A. 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 working days from the date the department head received notice of the proposed activity.
- B. 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. The official personal history 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 personal 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.
- B. A copy of any, performance reviews, written reprimands, commendations or disciplinary actions placed in the employee's personal history file will be provided to the employee by the employee's department at the time the material is sent to Human Resources for placement in the official file. Any additional copies of documents from the employee's personal history file may be subject to reasonable charges in accordance with Human Resources Department and County policy. The employee may respond in writing through his/her department head to documents placed in the file. This response will be filed with the original document.
- C. 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.

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 provisions shall be restrained by such tribunal, the remainder of this Agreement shall not be affected thereby.


24. FULL UNDERSTANDING

- A. Entire Agreement

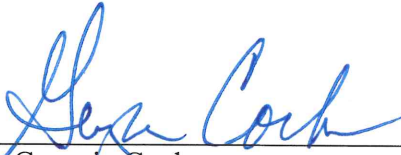
The parties acknowledge that each has had the unlimited right and opportunity to raise, discuss, and meet and confer with the other on all matters within the scope of representation and that the agreements reached between the parties are fully set forth herein in writing. There are no agreed upon terms, 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.

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


FOR THE COUNTY:

 12/14/17

Marc A. Fox Date
Director of Human Resources

 12/12/17

Georgia Cochran Date
Chief Spokesperson
Consultant


 12/18/17

Bobbi Wallace Date
Human Resources Analyst

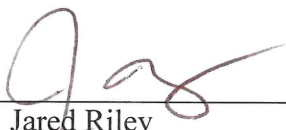
 12/18/17

Denton Autry Date
Captain


FOR THE ASSOCIATION:

 12-14-17

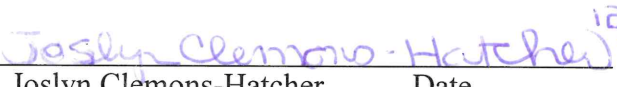
Chuck Flesher Date
Chief Negotiator
Labor Consultant

 12-14-17

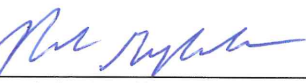
Jared Riley Date
President
Solano County Sheriff's Custody Assoc.

 12-16-17

Jesse Tanner Date
Correctional Officer

 12/13/17

Joslyn Clemons-Hatcher Date
Correctional Officer

 12-20-17

Nick Guglielminetti Date
Correctional Officer

Appendix A

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

Correctional Officer
Correctional Officer (Entry)

Appendix B

1. The present approximate monthly pay rate for the represented classification is:

<u>Classification</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>
Correctional Officer	5,280.85	5,544.87	5,822.12	6,113.25	6,418.88
Correctional Officer (Entry)	4,226.72	4,438.05	4,659.95	4,892.95	5,137.62

2. Effective the beginning of the first full pay period which includes the date of the Board of Supervisors' adoption of the collective bargaining agreement, the base wages set forth in this Appendix B, paragraph 1, will increase by four percent (4%) of the base wages in effect the day before such increase takes effect.
3. The parties agree that effective with pay period 25 of 2018 (presently payable on December 7, 2018) all active employees shall receive a one-time lump sum payment equivalent to eight hours of base pay, with said payment not subject to CalPERS reporting of benefits.
4. The parties agree that the "survey group" consists of the counties of Solano, San Joaquin, Sonoma, Stanislaus, Napa and Yolo and the State of California.
5. 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

COUNTY OF SOLANO

PAYROLL DEDUCTION AUTHORIZATION ASSOCIATION DUES

Employee's Last Name *First Name* *MI* *Social Security*
Number

Department *Classification* *Unit #*

I hereby authorize and direct the County Auditor-Controller to make a payroll deduction from my earnings once each pay period for my membership dues in the Solano County Sheriff's Custody Association, in the amount of \$ _____ or such greater or lesser amount 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 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 this bargaining unit, 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 except in accordance with the County's EERRR.

The first deduction is to be made on the payroll for the period beginning: _____

Employee's Signature

Date

Appendix D

COUNTY OF SOLANO

RETIREMENT PAYBACK FORMULA

Unit #13

Cost of the benefit	\$12,842,782
Term in Years (effective 12/26/03)	20
Amount due to County each year	\$642,139
Variable	Value
Pay Periods per year	26
Number of pay periods	520
Number of employees	228
Average monthly salary	\$4,720
Total monthly payroll	\$1,076,297
Average per pay period gross salary	\$2,178
Average Annual Gross Salary	\$56,640
Total Annual Payroll	\$12,913,920
Formula for Employee Share	Amount
Annual amount of pay back = Total cost divided by 20 years	\$642,139
Annual per employee pay back = Divide annual amount of payback by the avg. number of employees for the previous year	\$2,816.40
Average pay back per employee per pay period = Divide the annual per employee payback by number of pay periods	\$108.32
Percentage of gross per pay period salary deducted from each probation employee = Divide the avg. pay back per employee per pay period by the avg. per pay period gross salary	4.97%