# MEMORANDUM OF UNDERSTANDING

**Service Employees International Union**
SEIU, Local #1021
and
**County of Solano**

**October 2, 2011-September 28, 2013**

**Unit #8 -** General Services Supervisors

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# MEMORANDUM OF UNDERSTANDING

## October 2, 2011- September 28, 2013

## PREAMBLE

This **AGREEMENT,** hereinafter referred to as the Agreement, entered into by the **COUNTY OF SOLANO**, hereinafter referred to as the County, and **SERVICE EMPLOYEES INTERNATIONAL UNION, SEIU, Local #1021 CtW, CLC,** hereinafter referred to as the Union, has as its purpose the promotion of harmonious labor relations between the County and the Union; establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of rates of pay, hours of work, and other conditions of employment.

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

## SECTION 1. RECOGNITION

**A.** The County recognizes the Union as the recognized employee organization for:

**Unit #8, General Services Supervisors**

**B.** The Union recognizes the Director of Human Resources or his/her designee as the County's designated representative for negotiations.

**C.** As specified in Employer-Employee Relations Rules and Regulations, Article 4, Section 14, the County and the Union have entered into the process of meeting and conferring on salaries, employee benefits and other terms and conditions of employment in accordance with Section 3500 et seq., of the California government Code. As a result of agreement being reached on November 28, 2011, and subsequent ratification by membership, the following are jointly recommended to the Board of Supervisors for the period commencing October 2, 2011and terminating September 28, 2013.

## SECTION 2. NO DISCRIMINATION

**A.** There shall be no discrimination because of race, creed, color, national origin, sex, sexual preference, age or legitimate union activities against any employee or applicant for employment by the Union or by the County or by anyone employed by the County; and to the extent prohibited by applicable state and federal law, there shall be no discrimination against any disabled person solely because of such disability unless that disability prevents the person from adequately performing the essential duties of the position.

## SECTION 3. UNION SECURITY

### A. MAINTENANCE OF MEMBERSHIP

**1.** The County agrees to provide employees with a payroll deduction option for the payment of dues to the Union.

**2.** Unit employees currently employed or hired after the date of ratification of this agreement, and adoption by the Board of Supervisors, may sign up for Payroll Deduction on a County approved form (Appendix "C"). If the employees opt for such deduction, it is understood that the dues will be deducted for the duration of this agreement, or until the last day of the last full pay period of the calendar month following the transfer of the employee to a unit represented by another recognized employee organization or to a class not contained in a representation unit, whichever occurs first. Employees are free to discontinue dues deduction by notifying the Payroll Bureau of the Auditor-Controller's Office, in writing, during the month of May of any year for effectivity beginning with the following July deductions.

**3.** Any Unit employee who has a current dues deduction authorization on file with the Auditor-Controller's Office on the date of ratification of this agreement, and adoption by the Board of Supervisors, shall be deemed to have signed up for Payroll Deductions on the County approved Maintenance of Membership form (Appendix "C"), and shall be subject to the Maintenance of Membership provisions of this agreement.

**4.** It is understood that employees are free to authorize dues deduction at any time. However, employees may not discontinue membership during the term of this Memorandum of Understanding, except as otherwise provided in this section.

**5.** Dues deduction shall not be retroactive.

**6.** The County will not deduct any Union fines, penalties, or special assessments from the pay of any employees.

**7.** With the approval of the immediate supervisor, the County will provide a Union designated Employee Representative in Fairfield and a Union Employee Representative in Vallejo the opportunity to contact each new hire within 30 days of the date of hire. Such contacts shall not exceed one hour per month per representative. Such contact will be at the expense of the representative.

**8.** It shall be the sole responsibility of the Union to procure and enforce payroll deduction of dues from Unit employees, and to see that the necessary form is properly completed and delivered to the County Payroll Bureau of the Auditor-Controller's Office.

**9.** The County will provide a list of employees newly hired into regular positions to the Union on at least a monthly basis. The County will also provide the Union with copies of signed dues deduction authorization forms and dues deduction withdrawal requests on a monthly basis.

**10.** The Union shall indemnify, defend and hold the County of Solano, its officers, officials, agents and employees, harmless against any claim, demand, suit or liability (monetary or otherwise) and for all legal costs arising from any action taken or not taken by the County, its officials, agents and employees in complying with this agreement. The Union shall promptly refund to the County any funds received in accordance with this agreement which are in excess of the amount of dues which the County has agreed to deduct.

**11.** The County will provide a hard copy to the Union including information on employees' name, department, unit, and classification on a quarterly basis.

## B. UNION POLITICAL ACTION COMMITTEE

The County agrees to provide a payroll deduction for members to make a voluntary bi-weekly contribution to the Union Political Action Committee (PAC).

## SECTION 4. UNION RIGHTS

**A. RELEASE TIME -** The County will recognize one (1) County employee from among those Solano County bargaining units represented by SEIU 1021 as the official SEIU Local 1021 County President, hereinafter referred to as the "President". The County will allow the President, or when the President is unable to attend, the Vice-President, up to sixteen (16) hours per pay period of paid time away from work to conduct Union business. The President or Vice President shall obtain permission from his/her immediate supervisor prior to leaving work, in accordance with departmental policy. Any expenses incurred by the President or Vice President shall be borne by the Union. Reasonable adjustment shall be made to the President's workload to accommodate the release time provided for Union business. In return, the President will make every effort to provide his/her supervisor and department director with his/her release time needs seven (7) calendar days in advance.

The Union shall designate a reasonable number of stewards to assist in resolving grievances. Employees designated as stewards may be relieved from their assigned duties by their supervisor to assist an employee to investigate and present a grievance provided the release time is scheduled for reasonable times agreeable to all parties. The County shall provide eight (8) hours paid release time per year for newly appointed stewards and four (4) hours paid release time for all other stewards for the purpose of Union training in cooperative employer-employee relations techniques. Prior to the training, the Union shall provide to the Director of Human Resources or his/her designee an outline of training topics and the schedule of training dates.

The Union shall quarterly, in January, April, July and October provide an updated list of stewards to Human Resources. The Union shall inform the Human Resources Department in writing of any additions or deletions of individual stewards within fourteen (14) calendar days of such a change.

The Union may directly reimburse the County for an employee's salary and benefits while on County approved leave of absence for Union related business. The Union shall

indemnify and hold harmless the County for any County liability and/or loss under this paragraph.

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

**C.** **UNION BUSINESS -** Employees may submit a request for leaves of unpaid absence to conduct Union business pursuant to existing contract language for unpaid leaves.

## SECTION 5. HOURS OF WORK

**A.** **WORK DAY –** Except as may be otherwise provided by order of the Board of Supervisors, eight (8) to ten (10) hours of work shall constitute a day's work for all permanent, probationary full-time employees. Unless otherwise determined by the department, each work day shall include a lunch period of not less than thirty (30) minutes to be taken approximately mid-point during the work day. The lunch period shall not be considered part of the eight (8) to ten (10) hours of work, except in twenty-four (24) hour facilities where the employee continues to work during the lunch period.

**B.** **WORK WEEK**

**1.** Except as may be otherwise provided, the official work week shall be forty (40) hours of work in any seven (7) consecutive calendar days. The work week schedule shall normally consist of five (5) work days of eight (8) hours work each. However, department heads may establish work week schedules, which differ from the normal schedule, upon recommendation of the Department Head and approval of the County Administrator and 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 work week; 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. See Section 8 of this MOU for provisions concerning overtime work.

**2.** **Alternative Work week/Work Hours**

The hours of work for County employees are established to ensure that efficient and effective services are delivered to County customers and clients. While the County's general hours of operations are specifically structured to support the needs of customers and clients, alternate work schedules can enhance the public's access to County services. In those cases where alternative work schedules have been or will be instituted, such alternate work schedule(s) will continue to be instituted and maintained based on the specific circumstances and factors which enhance public service, and may be specific to designated positions or work groups.

Alternative work weeks shall be instituted as a result of an agreement between the Union and a department head, specifying the terms and conditions of the work week schedule. Each employee on the alternative work week schedule should

sign and receive a copy of the agreement. Establishment of any new work week/work hours shall require completion of any required meet and confer process and the recommendation of the department head and approval of the County Administrative Officer and the Board of Supervisors. This Section does not restrict the ability of a department head to modify an individual employee's schedule, with notice to the Director of Human Resources or his/her designee.

**C. REST PERIODS** – Each employee shall be entitled to take one fifteen (15) minute rest period for each (4) hours of work performed by such employee in a work day. If not taken, such rest period is waived by such employee. Rest periods may not be combined with lunch periods; nor may they be moved to the beginning or ending of the work day. Authorized rest period time taken shall be counted as time worked.

**D. DUTIES IMPOSED ON OFFICER 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.

**E. SHIFT ASSIGNMENTS**

**1.** Within the Sheriff's Department, in making shift/position assignments for Sheriff's Services Technician, the following criteria shall be considered: the operational needs of the Department, employee skills and abilities, previous employee job performance, and indicated employee preference. Whenever all such criteria are equal between or among employees, length of service with the Department may be considered as an additional criterion in making assignments. The Sheriff's or his/her designee's decision shall be final and not subject to appeal or the grievance procedure. Sheriff's Department Dispatchers shall have their quarterly work schedule posted twenty-five (25) days prior to the effective date each new schedule.

## SECTION 6. PROBATION PERIOD/RETREAT TO VACANT POSITION/TWENTY-FOUR (24) MONTHS CONTINUOUS SERVICE

**A. PROBATION PERIOD**

**1.** All new or re-employed employees in full-time regular positions shall serve a probationary period of thirteen (13) full pay periods from the date of appointment ending with the last day of the thirteenth ($13^{th}$) full pay period with the exception of Dispatchers who shall serve a probationary period as defined above of twenty-six (26) full pay periods.

**2.** All full-time employees who transfer from one department to another shall serve a probationary period of thirteen (13) full pay periods from the date of transfer. In

addition, all full-time employees who are promoted shall serve a probationary period of thirteen (13) full pay periods from the date of promotion ending with the last day of the thirteenth (13th) pay period.

**3.** All part-time employees shall serve an extended probation period beyond thirteen (13) pay periods in proportion to the relationship their basic work week bears to forty (40) hours.

**4.** The initial or promotional probationary period of an employee may be extended for a total working period not to exceed 26 full pay periods with good cause upon request of the department head and approval of the Director of Human Resources or his/her designee; however, a probationary period may be extended beyond 26 pay periods for reasons set forth in Section 6A (5) below. Employees whose probationary period is extended for such good cause shall be evaluated as to job performance at ninety (90) day intervals until the conclusion of their probationary period.

**5.** 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.

**6.** There shall be an evaluation of each employee's job performance seven (7) pay periods from the date of appointment to 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.

**7.** Two (2) pay periods prior to the end of an employee's probation period, the department head shall be advised in writing that the employee's probation period is coming to an end. The department head shall advise the Director of Human Resources or his/her designee in writing, prior to the end of the employee's probation period whether he/she wishes to grant permanent status to the employee or terminate the employee's services. This recommendation will be supplemented by a formalized merit rating, which shall be discussed with the employee. The probation period may not be extended except as provided in Subsections 4 and 5 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.

**8.** New and reemployed employees who have not completed their initial probationary period are eligible for promotion. They are not eligible to transfer from one department to another unless the allocated position occupied by that employee is transferred to another department.

**9. Rejection of Probation**

**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 Division, 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, demoted, or transferred shall have the right of appeal in accordance with Section 18 of this Memorandum of Understanding.

## B. RETREAT TO VACANT POSITIONS

**1.** Notwithstanding any other provisions of this Memorandum of Understanding, 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, within the limits of available authorized positions.

**2.** Any employee who (1) has completed an initial County probationary period and obtained permanent 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.

**3.** If an employee cannot be restored to the former class,

**a.** The employee may be appointed by the department head to any other vacant position in any class provided:

**1)** the position is in the current department;
**2)** the class is in the same representation unit as the former class;
**3)** the employee meets the minimum qualifications for the class;
**4)** the salary grade for the class does not exceed the grade of the class held immediately prior to promotion;
**5)** The Director of Human Resources or his/her designee concurs with the appointment.

**b.** The employee will serve a new probationary period.

**c.** The employee's name will be placed on the current or continuous eligible list for that classification held immediately prior to 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.

## C. TWENTY-FOUR (24) MONTHS CONTINUOUS SERVICE

An employee who has completed their probationary period is laid off, and subsequently reemployed in the same class in the same series, within twenty four (24) months, by approval of the Director of Human Resources or his/her designee, will have continuous service credited to him or her for actual time worked prior to layoff for purposes of vacation and longevity pay eligibility.

## SECTION 7. SALARY AND OTHER COMPENSATION

### A. SALARY RANGE

Salary ranges for classifications represented by the Union are listed in Appendices B, C, D, and E of this agreement.

### B. PAY FOR NEW EMPLOYEES

Normally new employees shall be appointed at the recruiting step of the salary range in effect for the particular class of position to which the appointment is made.

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.

### C. SALARY UPON REEMPLOYMENT

**1.** A former employee, off probation at the time of separation, who is reemployed in the same class or in a lower class in the same series, within two (2) years, may upon the request of the head of the department in which they are being reemployed and approval of the Director of Human Resources or his/her designee, 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.

**2.** An employee who voluntarily separates and:

**a.** is subsequently reemployed in the same department;

**b.** Begins work within a period of not more than 180 calendar days from the last day he or she previously actually worked for the County;

**c.** Completes a new probationary period; and

**d.** Either did not withdraw from PERS or “bought-back” his/her County PERS service credits, shall, upon approval by the Director of Human Resources or his/her designee, 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 any benefit other than vacation and longevity eligibility.

## D. MERIT INCREASES WITHIN GRADE

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

**2.** Every employee in a regular position shall have a merit increase eligibility date. The merit increase eligibility dates for all employees hired or promoted into classifications in this unit before December 13, 2011,, shall be the first day of the pay period following completion of the number of full pay periods of service indicated in the chart below.

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

The merit increase eligibility dates for all employees hired or promoted into classifications in this unit on or after December 13, 2011, shall be the first day of the pay period following completion of 26 full pay periods as indicated in the chart below.

| **After** | **26 Pay Periods** | **26 Pay Periods** | **26 Pay Periods** | **26 Pay Periods** |
|---|---|---|---|---|
| **Salary Grade Steps** | **2** | **3** | **4** | **5** |

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

The granting of any leave of absence without pay, other than military leave, exceeding seven (7) consecutive calendar days in a pay period shall cause the merit increase eligibility date to be extended to the first day of the pay period following completion of the leave of absence without pay.

**3**. 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.

**4.** Two (2) pay periods prior to each employee's merit increase eligibility date, the department head shall be advised in writing that the employee will be eligible for a merit salary increase, and the department head shall advise the Director of Human Resources or his/her designee and the Auditor-Controller in writing, upon forms prescribed by the Director of Human Resources or his/her designee, prior to the employee's merit increase eligibility date whether he/she wishes to grant, deny

or defer the merit increase, supplementing the department head's recommendation by a structured merit rating which has been discussed with the employee. The merit increase shall consist of one-step on the grade for the class.

**5.** In the event an employee receives an overall rating of either unacceptable or improvement needed on his/her evaluation, such employee must be re-evaluated no later than four (4) 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 or his/her designee.

**6.** If, in the department head'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 intensive effort at improved performance might be productive, the department head 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. 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 four (4) 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.

**7.** Should an employee's merit increase eligibility date be overlooked through an error, and upon discovery of the error, the employee be 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.

## E. SALARY UPON PROMOTION

Any permanent, probationary, or limited-term employee who is promoted to a position in a class with a higher salary grade shall be placed at the step within the new salary grade that is closest to but at least a five percent (5%) increase. When circumstances warrant, the Director of Human Resources, or his/her designee, may authorize the filling of the position at a step within the new salary grade that is greater than the minimum increase set forth above. The effective date of all promotions shall coincide with the first day of the pay period. All subsequent merit increases shall be governed by the provisions of Section 7.D., "Merit Increases Within Grade" of this MOU.

## F. SALARY UPON TRANSFER

When an employee within the unit is transferred from one position to another in the same class, or another class with the same salary grade and the same or a lower recruiting step, the salary and merit increase eligibility date shall not change.

## G. SALARY UPON DEMOTION

**1.** When a permanent employee is demoted for reasons of unsatisfactory performance, the employee's salary shall be reduced one-step, or he/she shall receive the maximum step of the grade of the new class, whichever is lower. His/her merit increase eligibility date shall be the first day of the pay period following completion of the number of pay periods service which corresponds with the required period of service as is governed by the provisions of Section 7.D., "Merit Increases Within Grade" of this MOU.

**2.** When a permanent employee in good standing is demoted to a position in a lower class for physical disability or reasons other than unsatisfactory performance he/she shall receive the highest salary in the new grade that does not exceed his/her rate of pay immediately prior to demotion and shall retain the merit increase eligibility date to which he/she was entitled prior to demotion.

**3.** 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 Section 7.D. of this MOU. A promotional probationary employee demoted to a class formerly occupied in good standing shall have the step status, probationary status and merit increase eligibility he/she would have achieved if he/she would have remained in the lower class throughout the period of his/her service in the higher class.

## H. SALARY UPON RECLASSIFICATION

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

**1**. If the position is reclassified to a class with the same salary grade, the salary and the merit increase eligibility date of the employee shall not change.

**2.** If the position is reclassified to a class with a higher salary grade, the salary of the employee shall be governed by the provisions of Section 7.E., Salary Upon Promotion, of this MOU.

**3.** If the position is reclassified to a class with a lower salary grade, the salary of the employee shall be determined as follows:

**a.** 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.

**b.** If the salary of the employee is greater than the maximum of the new grade, the salary of the employee shall be designated as a Y-Rate and shall not change during continuous regular service until the maximum of the new grade 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 grade, 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 years from date of reclassification |
| 5 but less than 10 | 3 years from date of reclassification |
| 10 but less than 15 | 4 years from date of reclassification |
| 15 but less than 20 | 5 years from date of reclassification |
| 20 but less than 25 | 6 years from date of reclassification |
| 25 or more | 7 years from date of reclassification |

## I. WORKING OUT-OF-CLASS

**1.** 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.

**2.** With prior approval from the Director of Human Resources or his/her designee, 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 qualification of the position, the department head may request the approval of a written waiver of this requirement from the Human Resources Director.

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.

**4.** Employee Process to Request Working Out of Class Pay

**(a) Informal Steps**

**1.** 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 of their current classification.

**2.** The Department Head (or designee) will respond in writing to the employee within ten working days of receiving the written notice from the employee.

**3.** 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.

**4.** 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.

**5.** 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.

**(b) Formal Steps**

**1.** 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 a determination, which will be final and NOT subject to the grievance procedure.

**2.** 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 more than sixty calendar days.

**3.** Time frames set forth above may be extended by mutual agreement of the parties.

## J. 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.

## K. SALARY PAYMENT PROCEDURE

Employees shall be paid every other Friday.

## L. BILINGUAL PAY DIFFERENTIAL

### 1. Eligibility

**a.** 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.

**b.** Regular and frequent use shall mean using the skill on the average of once per work day and/or fifty percent (50%) of the time. However, exceptions can be made at the discretion of the department head and concurrence of the Director of Human Resources or his/her designee for unique circumstances.

**c.** 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.

**d.** The provisions of this Section shall be limited to permanent, probationary or limited-term full-time or part-time employees who are filling at least 50% of an allocated position. Eligible part-time employees will be reimbursed in proportion to the percentage of the time worked.

**e.** 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.

**f.** 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, Tagalog).

**2. Bilingual Differential Allowance**

**a.** Designated employees shall be eligible to receive additional compensation at the rate of $65.00 per pay period (approximately $1690.00 per year).

**b.** 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.

**3. Termination of Compensation**

**a.** The bilingual differential allowance shall cease when any of the following occurs:

**b.** The employee terminates his/her employment with the County.

**c.** The employee is released from County employment.

**d.** The position is determined to no longer require bilingual skill.

**e.** The employee is assigned to a position not requiring the bilingual ability.

An employee who is on leave of absence without pay during a pay period shall receive the bilingual differential in proportion to the relationship the time worked during that pay period bears to eighty (80) hours.

**4. Procedures for Requesting the Bilingual Differential Allowance**

Recommendations for bilingual appointments shall be submitted by the department head to the Human Resources Department and shall include:

**1)** Name and class of each employee recommended for duties requiring bilingual skills.

**2)** 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.

**3)** Location of assignment.

**4)** An employee may appeal the recommendation of the department head to the Director of Human Resources or his/her designee who shall approve or deny the request. The Director of Human Resources or his/her designee's decision may be appealed to the Civil Service Commission.

**5)** The Director of Human Resources or his/her designee shall evaluate the recommendation and approve or deny the request.

**6)** A department head may appeal denial of the request by the Director of Human Resources or his/her designee to the Civil Service Commission, which shall make a final decision to approve or deny the request.

## M. SHIFT DIFFERENTIAL

**1.** Any employee, who works an assigned swing or graveyard shift, shall, in addition to his or her regular salary, be paid a shift differential for each swing or graveyard shift actually worked.

**2.** For purposes of this Section a swing shift is defined as a work shift of eight (8) consecutive hours or more which includes at least four (4) hours of work between the hours of 5:00 p.m. and prior to 10:00 p.m. Graveyard shift is defined as a work shift of eight (8) consecutive hours or more which includes at least four (4) hours or more of work between the hours of 10:00 p.m. and prior to 5:00 a.m. Overtime which is worked as an extension of an assigned day or swing shift shall not qualify an employee for night shift differential.

**a.** An employee who works a swing shift as defined above shall receive six percent (6%) 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 seven and one-quarter percent (7.25%) per hour above the employee's hourly rate for each hour actually worked on a graveyard shift.

## N. LIBRARIAN SUPERVISING DIFFERENTIAL

Employees holding the position of Librarian (Supervising) who are assigned to work at any of the following locations:

- John F. Kennedy Library;
- Fairfield Civic Center Library; or,
- Vacaville Public Library – Cultural Center

Shall receive a 3% pay differential on all paid hours for assignment to such facilities.

## O. LONGEVITY COMPENSATION

**1.** All employees employed in regular or limited-term full-time positions, upon the completion of ten (10) years continuous full-time service, shall be entitled to a two and one-half percent (2.5%) increase in compensation; additionally, employees who complete twenty (20) years of continuous full-time service, shall be entitled to an additional two and one-half percent (2.5%) increase in compensation (a total of 5%) additionally, after twenty-five (25) years of continuous full-time service, an additional two and a half (2.5%) percent increase in compensation (a total of 7.5%)additionally, employees who complete (30) 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 10%) over the rate for the class in which employed.

**2.** All employees employed in regular or limited-term part-time positions, shall be entitled to longevity compensation in the same ratio to the longevity compensation received by employees in regular or limited-term full-time positions as the number of hours in the part-time work schedule is to the number of hours in the full-time work schedule.

**3.** Upon qualifying for longevity increase, any further pay increase shall be in the addition thereto, and not restricted or reduced by reason of the longevity increase.

## P. OVERPAYMENTS AND UNDERPAYMENTS

**1.** This provision applies when the Auditor-Controller determines that an error has been made to either the employee's earnings, taxes, deductions or accrued leaves. In such cases, the County, for purposes of future compensation, shall adjust such earnings, taxes, deductions, or accrued leaves to the correct rate. The Auditor shall give written notice to the employee of the error, which shall include the option to meet with the Auditor to discuss the over/underpayment. The employee may be accompanied by a Union representative to any such meeting. As used in this section:

**a.** "Earnings" means the biweekly rate of pay including additional pays, differentials, and overtime.

**b.** "Taxes" means payment of Social Security, Medicare or State Disability taxes; excluding federal and state withholding taxes.

**c.** "Deductions" means employee paid deductions, including but not limited to medical premiums and retirement deductions; excluding voluntary deductions (such as deferred compensation) and union deductions.

**d.** "Accrued Leave" means vacation, sick leave, compensatory time off and all other types of authorized leave with pay.

**e.** "Overpayment" means any compensation or accrued leave that has been overpaid or over-credited to an employee regardless of the reason, including but not limited to, administrative, clerical or system errors.

**f.** "Underpayment" means any compensation or accrued leave that has been underpaid or under-credited to an employee regardless of the reason, including but not limited to, administrative, clerical or system errors.

**2.** In the case of an overpayment of earnings or under withheld taxes or deductions, the employee shall reimburse the County. The employee has the following options for reimbursement:

**a.** Full payment through a payroll adjustment if total amount of reimbursement does not exceed biweekly earnings.

**b.** Full payment by personal check, money order, or cashier's check if total amount of reimbursement exceeds biweekly earnings.

**c.** For installments made through payroll, the number of installments shall not exceed the number of pay periods over which the error occurred.

**d.** An alternate method mutually agreed upon by the employee and the Auditor-Controller.

**3.** In the case of a leave accrual error which results in an overpayment, reimbursement may be made through one (1) of the following methods as mutually agreed to by the employee and the Auditor-Controller:

**a.** Full payment through a payroll adjustment if total amount of reimbursement does not exceed biweekly earnings.

**b.** Full payment by personal check, money order, or cashier's check if total amount of reimbursement exceeds biweekly earnings.

**c.** Installments made through payroll, the number of installments shall not exceed the number of pay periods over which the error occurred.

**d.** An alternate method mutually agreed upon by the employee and the Auditor-Controller.

**4.** In the case of a leave accrual error, which results in an incorrect accrued leave balance, a one-time adjustment will be processed through payroll.

**5.** In the case of an underpayment, the County will pay the employee a one-time adjustment through payroll unless the employee and the Auditor-Controller agree to an alternate method.

**6.** An employee whose employment terminates prior to any reimbursements or adjustments being fully completed or satisfied; shall have the remaining balance withheld from any final compensation due to the employee, providing the final compensation is sufficient to provide for full reimbursement or adjustment. If the employee's final compensation is not sufficient to provide for full reimbursement or adjustment, the County retains the right to exercise other legal means to recover the remaining amount owed.

**7.** Any amount of overpayment for a period earlier than three (3) years prior to the date of the Auditor's initial written notice to the employee shall be deemed waived and not reimbursable.

**8.** The provisions of this section do not apply to grievance disputes which contend that the County has underpaid by misapplying or incorrectly interpreting the terms of this or any previous agreement. The time limits for the filing and processing of any grievance shall not be deemed to be excused, extended, or otherwise modified by the provisions of this section. Nor shall the relief available through the grievance procedure be enlarged by or as a result of the provisions of this section.

**9.** The provisions of this section apply only to errors involving earnings, taxes, deductions, and accrued leave. No provision of this section shall preclude the correction or recovery of past errors (overpayments or other losses) which were the result of other matters.

Any disagreement concerning actions taken under this sub-section may be filed at Step 3 of the grievance procedure as a compensation grievance. Participation in the process outlined above, including making options as to methods of repayment, shall not preclude the employee from pursuing a grievance regarding the overpayment.

## SECTION 8. OVERTIME AND CALL DUTY

### A. OVERTIME

#### 1. Overtime Work Defined

**a.** Overtime work for employees assigned to an eight (8) hour day/five (5) days per week 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 an employee has requested and is granted an alternate work schedule, or has been assigned to an alternate work schedule, overtime is defined as all work performed in excess of eighty (80) hours in a two (2) week pay period. When employees who work in a 24-hour facility and who are regularly scheduled to work an eight hour shift, work more than twelve (12) consecutive hours, the hours over twelve (12) consecutive hours will be compensated at time and one half.

**b.** 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.

**c.** All employees “covered” under FLSA shall be paid for all time worked beyond the maximum allowable for appropriately assigned work periods at one and one half times their regular rate of pay.

#### 2. Application of Overtime

**a.** If, in the judgment of a department head, work beyond the official forty (40) hour work week is required or eighty (80) hours in a two week period for employees assigned to an alternative work week, he/she may order such overtime work. This overtime work will be compensated for as provided in this Section.

**b.** 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 (CTO) taken by an employee may be used as part of the established work week to earn employee benefits and to serve out probation and merit increase periods.

**c.** 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 received 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.

**d.** No permanent, 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.

**e.** Within the Probation Department, a sign-up list will be posted at the end of each work week in the Juvenile Hall on which individual Group Counselors may indicate their availability to work overtime the following week.

**1)** In the event overtime work is required, the appointing authority or his/her representative shall first offer such overtime to those Group Counselors who have volunteered by signing the overtime list, who are qualified to perform the overtime work involved.

**2)** In the event that an insufficient number of qualified Group Counselors volunteer to work the required overtime, the appointing authority may offer the required overtime to other qualified employees or may require those qualified Group Counselors with the least amount of seniority to work such overtime.

**f.** In the other departments and divisions of the County where overtime work is required, the County will make every reasonable effort to assure that the opportunity to work overtime is made available on an equitable basis among all qualified employees.

**3. Overtime Payment**

**a.** Employees covered under FLSA (designated as 09) and assigned to an eight (8) hour day/five (5) days per week shall be paid for all work in excess of forty (40) hours in a work week 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; except that employees shall have the option of determining the method of overtime payment (cash or CTO) for the first fifteen (15) hours of

overtime worked in each fiscal year. For part-time employees this fifteen (15) hour limit will be prorated based on the relationship his/her basic work week bears to forty (40) hours.

**b.** Employees covered under FLSA (designated as 09) and assigned to an alternate work week shall be paid for all work in excess of eighty (80) hours in a work period 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; except that employees shall have the option of determining the method of overtime payment (cash or CTO) for the first forty (40) hours of overtime worked in each fiscal year.

**c.** Employees who voluntarily work overtime on the graveyard shift at the Juvenile Detention Facility may elect, in lieu of cash payment, to apply an additional sixteen (16) hours of such graveyard overtime toward CTO. This would result in an employee being able to select the method of payment (cash or CTO) for a maximum of fifty-six (56) hours in a fiscal year. This provision for an additional sixteen (16) hours of CTO does not apply to an employee who is mandated to work as a result of an unfilled shift. Time off on recognized fixed County Holidays shall be considered time worked for overtime calculation purposes.

d. When the County establishes new classifications, which are proposed to be assigned to a bargaining unit covered by this MOU, the County will offer to meet and confer with the Union regarding the appropriate overtime code designation for such new classifications.

e. Payment for overtime shall be separately itemized on the payroll certification.

f. Any CTO accumulated 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 employees' accrual balance shall be reduced to eighty (80) hours at the beginning of the next fiscal year and 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.

g. Compensatory time off taken by an employee shall be counted as time worked for purposes of overtime computation.

h. 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 work-loads, emergency extra work loads 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.

## B. CALL DUTY

### 1. 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) minute's notice or less.

If an employee is placed on standby duty, such employee shall be compensated for the time spent on assigned standby at three dollars ($3.00) per hour. If such standby is spent on weekends or holidays, the employee shall be compensated at four dollars ($4.00) 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.

### 2. Call Back

An employee who is called back to work for an emergency or other unplanned and unscheduled event, after having physically left the worksite following the termination of their normal work day, shall be paid for call back duty at his/her straight time hourly rate. Such compensation shall be subject to the provisions of Overtime and Call Duty, Section 8 and not 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 shall not be considered time worked. An exception will be made for employees working in the classifications of Animal Care Officer and Communications Technicians (where this is a current practice), who are assigned a County vehicle to respond to a call out to a remote work site other than their regular work location. These employees will be compensated for time spent responding, beginning from the time they leave their home until they complete the assignment. If during the term of this agreement, the Union raises another classification(s) that it believes should also be included in the travel time exception above, the Union shall bring such additional classification(s) to the attention of the Human Resources Director, who shall meet with the Union in order to determine if the additional classification is similarly situated and whether the travel time exception shall be applicable to the proposed, additional classification(s). The decision of the Human Resources Director shall be final.

If an employee has physically left home and received a call canceling a call back, the three (3) hour minimum shall apply.

Time spent by the employee on the phone responding to questions or issues in the workplace, will be compensated for at the applicable rate of pay, but such time is not considered call back and is not subject to the minimums provided above.

## SECTION 9. LEAVES AND AUTHORIZED TIME OFF

### A. VACATION

#### 1. Accrual

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

| Pay Periods of Continuous Service | Vacation Credits 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.

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

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

**d.** Vacation time taken shall not be counted as time worked for purposes of overtime computation.

**e.** 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.).

**f.** Employees do not become eligible to take their earned vacation until they have completed thirteen (13) pay periods of continuous service, which

service includes successful completion of the probation period and the acquisition of status of a permanent or limited-term non-probationary employee. Employees in classes having a twenty-six (26) pay period probationary period will become eligible to take their earned vacation after completing 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.

**g.** 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. Each department head may establish procedures for scheduling vacations. Within the vacation scheduling procedures of each department, countywide seniority will be used to break any tie between or among employees. 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.

**h.** 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 estate of such employee, or in applicable cases, as provided by Section 630 of the Probate Code.

**i.** 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.

**j.** Upon the presentation of medical verification acceptable to the department head that and employee was seriously ill or injured during a scheduled vacation, employees may request the substitution of sick leave for vacation for the period of serious illness or injury.

**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.

## B. SICK LEAVE

**1**. An employee who enters the service of the 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.

**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.

**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 work week 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) percent 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 entitlement was earned as a full-time employee.

**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.

**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.

**6.** Termination of an employee's continuous service, except by reason of temporary layoff for lack of work or funds, shall cancel all sick leave accrued to the time of such termination, regardless of whether or not such person subsequently re-enters the County service. No payment shall be made to any employee for unused sick leave accumulated to his/her credit at the time of termination of employment, except for reasons of regular or disability retirement, death, release from County employment as a result of a permanent reduction in the number of authorized regular help positions, or taking office as an elected County official. Employees terminating employment because of regular or disability retirement, death, release from County employment as a result of a permanent reduction in the number of

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

- Convert all to the retirement health savings account

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

**7.** For the purposes of this Section, a member of the immediate family is construed to mean the mother, father, husband, wife, person assuming the role of the employee's spouse, son, daughter, brother, sister, mother in law, father in law of the employee, a minor child for whom the employee has legal custody, or relatives living in the employee's home.

**8.** 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.

**9.** 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.

## C. LEAVE CONTRIBUTION PROGRAM

### 1. Program Design

The County will maintain a Catastrophic Leave Bank to assist any employee who will exhaust all accruals due to a serious or catastrophic illness, injury, or other circumstances. This program maintains a countywide bank wherein any employee who wishes to contribute may authorize a portion of his/her accrued vacation, compensatory time, holiday compensatory time, and/or administrative leave be deducted from those account(s) and credited to the Catastrophic Leave Bank. Employees may donate hours either to a specific eligible employee or to the bank. Upon approval, hours from the Catastrophic Leave Bank may be transferred to a requesting employee's Catastrophic Leave account so that employee will remain in paid benefit status, thus maintaining benefits while partially ameliorating the financial impact of the illness, injury, or other circumstance.

### 2. Eligibility

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

**A.** be a regular full time, part time or limited term employee who has passed his/her initial County probationary period;

**B.** exhaust all accumulated leave including, accrued vacation, compensatory time, holiday compensatory time, administrative leave, floating holiday, and sick leave (unless the leave involves the care of another or involves other circumstances and the maximum hours of family sick leave have been used);

**C.** be unable to return to work for at least 30 days following the initial six month period or the exhaustion of all accrued leaves (whichever is longer); and,

**D.** have applied and received approval for a Leave of Absence Without Pay.

**3. Operation**

**A.** The program will be administered under the direction of the Auditor Controller. The Auditor Controller will be responsible for receiving and recording all donations of accruals and for initiating transfer of hours from the bank to the recipient's Catastrophic Leave account. Disbursement of leave accruals will be subject to the approval of a six (6) member committee composed of three (3) members appointed by the County Administrator and three (3) members appointed by SEIU, Local 1021.

**B.** The committee shall meet as necessary to consider all requests for donations and shall make determinations as to the appropriateness of the request. The committee shall determine the number of hours to be awarded for employees whose donations are non-specific.

**C.** No employee will have any entitlement to catastrophic leave benefits. The award of Catastrophic Leave hours will be at the sole discretion of the committee, based upon the merits of the request. Except for hours donated to a specific employee, the committee will limit benefits in accordance with available contributions and select from among eligible applicants, those who will receive benefits.

**D.** Any recipient will be limited to a total of five hundred twenty (520) hours or its equivalent per catastrophic event. However, if approved by the committee, the total leave may be extended on a case-by-case basis not to exceed and additional five hundred and twenty (520) hours. The hour limits will be prorated for part time employees based on their full time equivalency.

**E.** Hours transferred from the Catastrophic Leave Bank to a recipient will be in the form of Catastrophic Leave hours.

**F.** If an employee receiving donated leave returns to work prior to fully exhausting donated hours, the unused hours will be returned to the Catastrophic Leave Bank.

**G.** Employees will not accrue sick or annual leave while using catastrophic leave hours.

**H.** Donations are irrevocable unless the donation to the eligible employee is denied. In the event a donation is made to a specific employee and the committee determines the employee does not meet the Catastrophic Leave Bank criteria, the hours will be returned to the donating employee unless he/she elects to donate the hours to the bank.

**I.** Donations may be made in hourly blocks with a minimum donation of not less than four (4) hours per donation from balances in the donor's accrued vacation, compensatory time, holiday compensatory time, and/or administrative leave accounts. Employees who elect to donate to a specific individual shall have seventy-five percent (75%) of their donation credited to the individual and twenty-five percent (25%) credited to the Catastrophic Leave Bank.

**J.** No employee may donate more than eighty (80) hours per calendar year; an employee cannot donate leave balances which would reduce his/her vacation balance to less than forty (40) hours. The hour limits will be pro-rated for part time employees based on their full time equivalency.

**K.** 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.

## D. MATERNITY LEAVE

Sick leave may be used during pregnancy when the employee's physician has certified that, due to her pregnancy, she is no longer able to perform the duties of her position. Sick leave may be used after the birth of the baby if the employee's physician certifies that the employee is not yet able to perform the duties of their 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 of a leave without pay following normal departmental procedures. However, sick leave is only available if there is a medical reason for the employee's continued absence from work.

## E. FAMILY 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.

## F. BEREAVEMENT LEAVE

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

- natural, step, adoptive parents and grandparents of the employee;
- natural, step, adopted children and grandchildren of the employee;

- natural, step, adopted brothers and sisters of the employee;
- present spouse of the employee;
- a person assuming the role of the employee's spouse;
- ex-spouse who is a natural or adoptive parent of a minor child in the custody of the employee;
- natural parents and grandparents of the employee's spouse;
- grandchildren of the employee's spouse;
- natural and adopted brothers and sisters of the employee's spouse;
- present spouses of the employee's natural and adopted brothers and sisters;
- son-in-law and daughter-in-law of the employee.

**2.** For regular full-time employees 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. Leave benefits will be prorated for part-time employees based upon the number of hours worked (for example, a half-time employee has a maximum of twenty (20) hours to use within ten (10) consecutive calendar days).Employees desiring more time off under these circumstances may request vacation or other appropriate leaves, which may or may not be granted at the sole discretion of the department head.

## G. LEAVE OF ABSENCE WITHOUT PAY

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

**2.** Any permanent or probationary employee may be granted a leave of absence without pay in excess of thirty (30) calendar days upon his/her written request and the recommendation of his/her department head to the Director of Human Resources or his/her designee an 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 or his/her designee 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 or his/her designee.

**3.** A leave of absence without pay either approved by the department head or approved by the department head and the Director of Human Resources or his/her designee, shall be transmitted by the Director of Human Resources or his/her designee to the Auditor-Controller for appropriate action.

**4.** A leave of absence without pay may be for a period not to exceed one (1) year. Such leave may be extended for an additional year, provided the request for the extension, processed as the original request, is made at least ten (10) days prior to the end of the original leave. The Director of Human Resources or his/her designee shall be promptly notified at the return of any employee from a leave of absence without pay.

**5.** Neither leave accruals nor benefits shall accrue while an employee is on leave of absence without pay.

**6.** Immediately prior to or at the time of return from leave of absence to active duty the employee may be required by his/her department head to submit a statement from his/her physician certifying as to his/her physical and/or mental ability to resume the duties of his/her position.

**7.** Whenever an employee has been granted a leave of absence without pay and desires to return before expiration of such leave, the department head may require that reasonable notice not in excess of fifteen (15) calendar days be given.

**8.** A leave of absence may be revoked by the Civil Service Commission upon evidence submitted by the department head that the cause for granting leave was misrepresented or has ceased to exist.

**9.** Failure to return at the expiration of a leave of absence or being absent without leave 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) working days of the date his/her automatic resignation became effective.

**10.** A leave of absence without pay may be granted for any of the following reasons:

- **a.** Illness or disability
- **b.** Pregnancy
- **c.** To take a course of study which will increase the employee's usefulness on return to his/her position.
- **d.** For other reasons acceptable to the department head and/or Director of Human Resources or his/her designee.

**11.** An employee may appeal the denial of a leave of absence without pay by filing a written appeal at Step 4 of the Grievance Procedure. Such an appeal shall be filed within seven (7) calendar days of receipt of notice of the denial of the request for a leave of absence without pay. The parties agree to expedite the scheduling of the Adjustment Board in order to provide the employee with a timely disposition of his/her appeal.

The information shared with the Adjustment Board will be considered as confidential information and shall be returned to the Human Resources Director following the deliberations of the Adjustment Board. The recommendations of the Adjustment Board will be shared in writing with the Director of Human Resources and with the Union. The Director of Human Resources will render a final decision in regard to the requested leave of absence without pay within three (3) calendar days of receipt of the recommendations of the Adjustment Board.

The decision of the Human Resources Director shall be final and not subject to further appeal.

## H. TIME OFF FOR AUTHORIZED PURPOSES

**1.** **Promotional Exams –** Employees represented in these units 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.

**2.** **Donation of Blood –** 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 eight (8) week period and not more than five (5) times per year. Time provided under this provision shall not be cumulative and advance approval for each donation period shall be obtained from the appropriate department supervisor.

## I. MILITARY LEAVE OF ABSENCE

**1.** Eligible full-time employees of the County of Solano who are called to temporary or active military duty are entitled to thirty (30) calendar days paid leave for military duty per fiscal year, pursuant to California Military and Veterans Code, Section 395.01. A request for military leave of absence shall be made upon forms prescribed by the Director of Human Resources or his/her designee, 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.

Upon approval of the employee's supervisor, employees called to inactive duty may change their scheduled days off to coincide with the dates of inactive duty.

**2.** 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).

**a.** An employee shall be given preference over all other applicants for the opening in his/her class and department next available after filing with the Director of Human Resources or his/her designee a written request to return to County employment and shall be reemployed no later than 90 days from the receipt of said request.

**b**. Upon reemployment he/she shall be entitled to such civil service status as he/she would have if he/she had not resigned (e.g., any seniority for purposes of layoff would continue to accrue during his/her absence and he/she would not need to serve a new probationary period in his/her former department and class if he/she had attained permanent status prior to leaving County service). His/her salary upon reentering County service

in his/her former classification shall be at the same step he/she occupied at the time of his/her separation. Subsequent merit increase eligibility dates shall follow the normal time progression between steps (as provided in Section 7.D., Merit Increases Within Grade of this MOU).

**c.** In all other respects (e.g., step increases and benefits eligibility accrual and use) he/she shall be treated as a new employee.

**d.** No former employee shall have this right of reemployment under this Section who:

**1)** Is not qualified to perform the duties of the position (i.e., fails to pass a physical examination);

**2)** Is released from active duty for reasons other than honorable;

**3)** Fails to make written application for reemployment with the County within six (6) months of his/her release; or

**4)** Refuses upon request to provide true copies of any documents which he/she may be asked to provide in order to substantiate the period and kind of his/her military service, the circumstances of his/her release from such service and other information which is deemed necessary by the County in order to evaluate his/her application for reemployment.

## J. JURY DUTY

**1.** Any permanent or probationary employee ordered to appear as a witness in court other than as a litigant, to serve on a jury or to respond to an official order from another governmental jurisdiction for reasons not brought about through the connivance or misconduct of the employee shall be entitled to his/her regular County pay provided the employee deposits their fees for such services, exclusive of mileage, with the County Treasurer within thirty (30) calendar days after their excused absence for such duty. Excused absence is defined as the time necessary, including reasonable time for travel, to actually engage in the activities, including required waiting time, covered by this section. 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.

**2.** 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.

**3.** An employee assigned to swing shift shall not be required to be on jury duty and at work a combined total of more than twelve (12) hours. An employee assigned to grave shift who is summoned to jury duty will have the prior grave shift off. If said summons/jury duty continues past 12 noon, the employee shall not be required to work the following graveyard shift, which commences the same calendar day.

**4.** Verification of time of release from jury duty is required.

## SECTION 10. HOLIDAYS

### A. ELIGIBILITY

**1.** Only permanent, probationary, and limited-term employees shall be eligible for paid holidays.

**2.** 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.

**3.** 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 that day.

**4.** A part-time employee shall receive those paid holidays on the same basis as his/her basic work week relates to forty (40) hours, regardless of work schedule.

### B. HOLIDAY COMPENSATION

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

**2.** Holiday CTO shall be transferred to an employee's regular overtime CTO balance in lieu of pay provided the combined CTO and holiday overtime does not exceed eighty (80) hours as provided in Section 8.3.d. of this Memorandum of Understanding.

**3.** Holiday CTO time taken shall be counted as time worked for purposes of overtime computation.

**4.** 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.

### C. HOLIDAYS

**1. Fixed Paid Holidays Include:**

January 1st - New Year's Day
The third Monday in January - Martin Luther King's Birthday
February 12th - Lincoln's Birthday
The third Monday in February - Washington's Birthday
The last Monday in May - Memorial Day
July 4th - Independence Day
The first Monday in September - Labor Day
The second Monday in October - Columbus Day
November 11th - Veterans' Day
Thanksgiving Day - Traditional as designated by the President or Governor

Friday - the day after Thanksgiving Day
December 25th - Christmas Day

**2. Other Paid Holidays Include:**

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

**b.** Special or limited holidays appointed by the President or Governor.

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

**d.** This section, 2(d), shall be eliminated December 31, 2011. Floating Holidays annually in accordance with the following:

**1)** Two (2) Floating Holidays annually on January 1st of each succeeding year. (The conditions listed below must be met in order to qualify for Floating Holidays.)

**a)** Only those employees who have either successfully completed their initial County probationary period, or 26 full pay periods of continuous service, whichever is less, are eligible to receive these Floating Holidays.

I. Employees who successfully 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.

II. Employees who successfully complete their initial probationary period between July 1st and December 31st of any given year shall not receive any Floating Holidays for that year, but shall receive two (2) Floating Holidays effective January 1st of the succeeding year.

**b)** Subject to advance approval by the Department, these holidays may be taken at any time during the calendar year, but must be taken within the calendar year in which they are given. Floating Holidays are to be taken eight (8) hours at a time and are not to be utilized on a partial basis.

**c)** 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.

**d)** Part-time employees shall receive Floating Holidays in proportion to the relationship their basic work week 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.

## SECTION 11. LIMITED EXTRA-HELP BENEFITS

Extra help employees, who were certified and appointed from an appropriate eligible list and who are subsequently requisitioned appointed into a vacant regular full-time, part-time or limited term County position in the same classification and department as their extra-help position, shall be granted limited retroactive benefits subject to the approval of the Director of Human Resources or his/her designee. Eligible employees are those who are currently in the payroll system. They may receive up to one (1) year credit of:

**1.** Vacation accrual
**2.** Sick leave accrual
**3.** Merit increases as provided in Section 7.D. of this MOU
**4.** Seniority for purpose of layoff

Any leave accrual and service time credits will be calculated on a prorated basis, based on the number of hours the employee worked in the prior 24 months, and requests for credit must be made within 6 months of appointment into the regular position.

The merit increase step-up eligibility date shall reflect the time worked while in an extra help status. Upon working one thousand (1000) or more hours in any fiscal year, Extra Help employees shall receive a County contribution of three (3%) towards the employee's PERS contribution.

## SECTION 12. INSURANCE PLANS

Medical, Dental, Vision and life Insurance benefits are available to employees employed in regular or limited-term positions.

### A. ELIGIBILITY

**1.** Regular or limited-term employees are eligible for coverage as follows:

**a.** Medical and Hospitalization is available for the employee and eligible dependents of the first day of the month following the employee's date of employment.

**b.** Vision insurance is available for the employee and eligible dependents beginning on the first day of the month following the employee's completion of three (3) full months of continuous service with the County.

The County offers an additional vision plan for employee buy-up that will increase the frequency of coverage for lenses/contacts and frames and eliminate the co-payment for materials.

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

The County's Delta Dental plan provides reduced co-payments for in-network PPO providers, allow up to $1,000 of orthodontic coverage, and increase the annual maximum to $1,250.

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

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

**2.** Employees may purchase an additional one (1) times, two (2) times, or three (3) times their base annual salary for a combined maximum of $500,000.

## B. INTERNAL REVENUE CODE SECTIONS 125 AND 129

**1.** Internal Revenue Code Section 125 has been implemented to redirect employee's salary to pay employee's insurance premiums with "pre-tax" instead of "after-tax" dollars.

**2.** The County implemented Internal Revenue Code Section 129 to allow employee dependent care expenses to be paid with pre-tax dollars. The County will pay all administrative costs.

## SECTION 13. DEFERRED COMPENSATION PROGRAM

A deferred Compensation Program as established by the Board of Supervisors is available to employees employed in regular or limited-term positions. To encourage County employee participation in the deferred compensation program, the County will contribute a dollar for dollar match up to a maximum of $5 a pay period to the deferred compensation account of any County employee who is actively enrolled in the deferred compensation program.

## SECTION 14. RETIREMENT PLAN

## A. PLANS AND BENEFITS

**1.** The County will maintain its contract with the State Public Employees Retirement

**2.** The County's contract with PERS was amended to provide credit for unused sick leave, as provided for in Government Code Section 20862.8.

**3.** Eligible employees in Unit 8 are covered under the County's contract with the Public Employee's Retirement System (PERS), 2.7% @ 55 Miscellaneous retirement benefits.

**4.** By the County providing the 2.7% @55 Miscellaneous retirement benefit, the Union agrees that the cost of the benefit as established by CalPERS ($75,036,452) will be the responsibility of the employees. The County will agree to allow the employees to pay for this plan enhancement in the form of a payroll deduction with the cost amortized over the next 20 years or until the established cost has been fully recovered. This payment will take the form of a percentage deduction made from the paycheck of each employee in the unit, until the above established cost has been recovered. The amount deducted shall be with pre-tax dollars as permissible by the IRS.

**5.** Each year the County will calculate the amount due for 26 pay periods based on the formula which was presented in the agreed side letter between the County and all Miscellaneous Unions dated September 10, 2002. The side letter agreement and formula used is contained in appendix "G" of this MOU.

**6.** The parties agree that the County's contract with CalPERS will be amended to provide the 2%@60 Retirement benefit to all future bargaining unit employees effective June 26, 2011. Final compensation for the new plan shall be based on the employee's full-time monthly pay rate for a 3-year period.

## B. EMPLOYER "PICK-UP"; INTERNAL REVENUE CODE 414(h)(2)

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

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

**a.** Definitions. Unless the context otherwise requires, the definitions in this Article govern the construction of this Article.

**1)** "Employees." The term "employees" shall mean those employees of the County of Solano in Bargaining Units #8, who make employee contributions to the PERS retirement system.

**2)** "Employee Contributions." The term, "employee contributions" shall mean those contributions to the PERS retirement system which are deducted from the salary of employees and credited to individual employees' accounts.

**3)** "Employer." The term "employer" shall mean the County of Solano.

**4)** "Gross Income." The term "gross income" shall mean at the total compensation paid to employees in Bargaining Units #8 by the County of Solano as defined in the Internal Revenue Code and rules and regulations established by the Internal Revenue Service.

**5)** "Retirement System." The term "retirement system" shall mean the PERS retirement system as made applicable to the County of Solano under the provisions of the Public Employees' Retirement Law (California Government Code Section 20000, Engineering Technician seq.).

**6)** "Wages." The term "wages" shall mean the compensation prescribed in this Agreement.

**b. Pick Up of Employee Contributions**

**1)** Pursuant to the provisions of this Agreement, the employer shall make employee contributions on behalf of employees, and such contributions shall be treated as employer contributions in determining tax treatment under the Internal Revenue Code of the United States. Such contributions are being made by the employer in lieu of employee contributions.

**2)** Employee contributions made under Paragraph A of this Article shall be paid from the same source of funds as used in paying the wages to affected employees.

**3)** Employee contributions made by the employer under Paragraph A of this Article shall be treated for all purposes other than taxation in the same manner and to the same extent as employee contributions made prior to the effective date of this Agreement.

**4)** The employee does not have the option to receive the employer-contributed amounts paid pursuant to this agreement directly instead of having them paid to the retirement system.

**c. Wage Adjustment**

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

**d. Limitations to Operability**

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

## C. VOLUNTARY RETIREE HEALTH INSURANCE BANK

The Union has elected not to participate in a County sponsored Retiree Health Savings Plan. As a result of the Union's election, no bargaining unit employee may enroll in such

a program nor may an employee who is currently employed contribute to the County sponsored Retiree Health Savings Plan.

**D. PAYMENT OF EMPLOYEES' PERS CONTRIBUTIONS**

The County pays 6% of the 8% of the employees' normal retirement contribution (following normal PERS accounting procedures) to PERS, reported as special compensation for retirement purposes. Effective December 25, 2011, the County's contribution toward the employee's normal retirement contribution (EPMC) shall be reduced by 3%. Effective January 8, 2012, the County's contribution toward the employee's normal retirement contribution (EPMC) shall be eliminated.

**E.** Effective June 24, 2012, the parties agree to equally share in the PERS employer rate increases for employer rate costs over 14%-16% as an additional employee deduction.

## SECTION 15. 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 section 3700 et seq., the County is self-insured for workers' compensation at no cost to the employee.

**B.** In lieu of the statutory three (3) day waiting period for temporary disability payments pursuant to Labor Code section 4652, whenever an employee is compelled by direction of a physician to be absent from duty due to an injury or illness determined to be work-related by the County, the employee shall receive full compensation for his/her scheduled work days and paid holidays falling during the first three (3) days of such absence. Thereafter accrued leave shall be integrated with Worker' Compensation temporary disability benefits pursuant to Section I, below.

**C.** In the event that the County is unable to determine if the injury or illness is work-related, the employee shall use sick leave and upon exhaustion of sick leave may utilize any other accumulated leave benefits. Once the injury or illness is determined to be work-related, leave benefits will be restored in accordance with Section B, above. Thereafter, accrued leave shall be integrated with Workers' Compensation temporary disability benefits pursuant to Section I, below.

In the event of a disability which is non-industrial or where industrial causation has yet to be determined, employees shall make timely application for State Disability Insurance temporary disability benefits.

D. 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 who is receiving Worker's Compensation for the period of time that he/she has and utilizes leave accruals to fully integrate, or for six (6) months, whichever period is longer.

E. Sick and annual leave shall accrue during any pay period in which the employee is eligible to receive Workers' Compensation temporary disability benefits.

F. Sick leave may be used for any medical appointments due to a work-related injury or illness.

G. 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 temporary disability benefits from Workers' Compensation.

H. 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 (2) hours.

I. Workers' Compensation 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 benefits amount and provide documentation of receipt for which he/she is eligible.

**2.** Employees' pay, including leave accruals and workers' compensation temporary disability shall not exceed the employee's regular gross pay. Gross pay is made up of regular base pay, bilingual differential, and longevity compensation as applicable. Employees must integrate all required leave to equal 100% of their full time equivalent position.

**3.** Upon exhaustion of sick leave, other accumulated leave may be integrated with the weekly Workers' Compensation temporary disability benefits.

J. **TEMPORARY LIGHT DUTY ASSIGNMENT FOR INJURED EMPLOYEES**

**1.** If an assignment exists which the department head, in conjunction with the Director of Human Resources or his/her designee, deems may be filled on a temporary basis, first consideration shall be given to those industrially disabled employees within the department:

**a.** Whose authorized treating physician has indicated in writing that the employee is able to perform the duties of the temporary assignment; and

**b.** Who has the capability and qualifications to perform the temporary assignment.

**2.** The remuneration will be the employee's regular salary.

**3.** The employee's department head will determine the assignment and its duration, but the employee shall return to his/her normal job as soon as released by his/her treating physician or is no longer temporarily disabled. Light duty is available for a maximum of eighteen (18) weeks. Department heads may extend light duty assignments, which are a result of a work related injury, beyond 18 weeks, on a case-by-case basis.

**4.** If there is more than one industrially disabled employee eligible for a light duty assignment, first consideration shall be given to the employee with the most pertinent qualifications, skills, and abilities who has been off work the longest period of time without pay.

## SECTION 16. STATE DISABILITY INSURANCE

A. In the event of a disability which is non-industrial or where industrial causation has yet to be determined, employees shall make timely application for State Disability Insurance temporary disability benefits**.**

B. The County will continue to pay the employer share of the monthly premium for medical, vision, dental and life insurance coverage on behalf of a qualified regular full or part-time employee who is receiving State Disability Insurance for the period of time that he/she has and utilizes leave accruals to fully integrate, or for the period of time he/she is on approved FMLA leave, whichever period is longer.

C. An employee who exhausts his/her ability to fully integrate accrued leave with SDI shall be eligible to apply for donated leave time from the Catastrophic Leave Bank. The integration of such donated leave would enable the employee to continue to receive the employer share of the monthly premium for County medical, vision, dental and life insurance coverage.

D. Employees receiving State Disability Insurance benefits will only accrue sick or annual leave in any pay period in which he/she has and utilizes sufficient leave accruals to achieve 100% integration with SDI using his/her own leave accruals. Employees integrating Catastrophic Leave hours with SDI will not accrue sick or annual leave.

E. State Disability Insurance temporary disability benefits shall be integrated with accrued County leave as follows:

**1.** Employees must promptly inform departmental payroll clerks of their State Disability benefit amount and provide documentation of receipt for which he/she is eligible. State Disability integration is not retroactive beyond one pay period.

2. Employees' pay, including leave accruals and State Disability Insurance temporary disability benefits shall not exceed the employee's regular gross pay. Gross pay is made up of regular base pay, bilingual differential, and longevity compensation as applicable. Employees must integrate all required leave to equal 100% of their full time equivalent position.

3. Upon exhaustion of sick leave, other accumulated leave may be integrated with the weekly State Disability Insurance temporary disability benefits.

F. TEMPORARY LIGHT DUTY ASSIGNMENT FOR INJURED EMPLOYEES

1. If an assignment exists which the department head, in conjunction with the Director of Human Resources or his/her designee, deems may be filled on a temporary basis, After industrially injured employees have been considered, non-industrial disabled employees will be given consideration in accordance with the criteria listed in Section 15.

2. The employee's department head will determine the assignment and its duration, but the employee shall return to his/her normal job as soon as released by his/her treating physician or is no longer temporarily disabled. Light duty is available for a maximum of eighteen (18) weeks. Department heads may extend light duty

assignments, which are a result of a work related injury, beyond 18 weeks, on a case-by-case basis.

3. After industrially injured employees have been considered, non-industrial disabled employees will be given a second consideration on the same basis as provided above.

## SECTION 17. UNIFORM ALLOWANCE

### A. UNIFORM ALLOWANCE

**1.** The County agrees to provide an annual uniform allowance payable to employees as follows:

| | |
|---|---|
| Animal Care Supervisor and Vet. Tech. | $250 per year |
| Building Trades Supervisor | $400 per year |
| Food Services Coordinator | $400 per year |
| Park Ranger Supervisor | $$600 per year ($700 for new hires) |

**2.** The $250 per year uniform allowance for employees classified as Animal Care Supervisor and Veterinary Technician (Vet. Tech.) shall also cover the cost of purchasing footwear (non-slip resistant shoes, as specified by the Department). The parties agree that the Sheriff's Office shall have the sole discretion in identifying the make, model and color of the uniforms and footwear. Employee's provided a uniform allowance shall be required to wear such uniform in accordance with Department Policy

**3.** Such payments shall be made the first pay period in September each year. New personnel shall receive the allowance in September plus a pay period pro-rata amount from their anniversary date to September.

### B. UNIFORMS AND PROTECTIVE ATTIRE PROVIDED

**1. Uniforms**

**a.** The County agrees to provide on an as needed basis at the department head's discretion and up to the following maximum quantity, shirts to be of a quality and color and other specifications as determined by the County.

| **Class** | **Maximum** |
|---|---|
| Custodial Supervisors | 5 Shirts |
| Duplicating Services Supervisors | 5 Smocks |
| Fleet Services Supervisors | 5 Smocks |
| Public Works Maintenance Supervisors | 5 Shirts and 5 orange T-shirts |

**b.** Supervising Cooks shall be provided a maximum of five (5) shirts and five (5) pants at any one time. The color and other specifications of such clothing will be determined by the department head. Any number beyond three (3) of each shall be determined by the Department Head.

**c.** Health Care personnel who are required to wear lab coats will have them provided by the County.

**d.** Park Ranger Supervisors shall be provided with a bulletproof vest of a type and style approved by the department head which shall be worn at all times while on duty.

**2. Protective Attire**

**a.** The County agrees to reimburse Building Trades Supervisors, Public Works Maintenance Supervisors, Fleet Services Supervisor, Survey Party Chief, Engineering Services Supervisor, Environmental Health Supervisor, Hazardous Materials Specialist –Supervising and Supervising Cook up to $160 every two years for safety boots which must be worn at all times while on duty. The County agrees to reimburse Park Ranger Supervisors $340 every two years.

**b.** Supervisors shall have the authority to issue or purchase gloves for General Services Department employees on an as-needed basis. Such determination of need to be made by the supervisor under the general guidelines provided by the General Services Department.

**3. Conditions**

**a.** Attire will be replaced when damaged or otherwise unsuitable for use in public on an as-needed basis as determined by the County.

**b.** County agrees to provide access to coveralls for Public Works Maintenance Supervisors, and Ground Supervisors for work with hazardous or corrosive materials.

**c.** The County will provide suitable identification to be affixed to the uniforms by the employee.

**d.** Administrative regulations dealing with the initial purchase and administration of the program will be determined by the Transportation, General Services Departments or other department as appropriate.

## SECTION 18. 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 requirements to conduct efficient operations.

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

## SECTION 19. DISMISSAL, SUSPENSION OR DEMOTION FOR CAUSE

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

## A. PROCEDURE

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

**a.** A description of the proposed action to be taken and the effective date or dates of the proposed action (at least ten (10) calendar days after the notice is received by the employee).

**b.** A clear and concise statement of the reasons for the proposed action.

**c.** A statement that a copy of the materials upon which the action is based are attached or available for inspection by the employee or by the employee's representative.

**d.** A statement advising the employee of the right to respond to the charges either verbally or in writing to the appointing authority proposing the action prior to its effective date, including the time within which such response must be made (at least ten (10) calendar days from the date of service of the written order). Failure of the employee to make a written or oral response will constitute waiver of the right to respond.

**2.** If the employee elects to respond in person, a meeting shall be scheduled with the department head or his/her designee at which the employee shall be given the opportunity to respond to the proposed action. The employee shall be entitled to be represented by the person of his/her choosing at the meeting. The appointing authority may amend, modify, or revoke any or all of the charges contained in the written order. The appointing authority shall provide notice to the employee or the disciplinary action to be taken and of his/her right to appeal to the County Civil Service Commission and the time within which the appeal must be made.

## B. APPEAL PROCESS

Any employee may either appeal such dismissal, suspension, demotion, or reduction in salary to the Civil Service Commission or file a grievance in accordance with Section 19 of this Memorandum of Understanding. Appeal to the Civil Service Commission must be filed in writing within ten (10) days of the decision of the appointing authority. Grievances filed in accordance with Section 20 of this Memorandum of Understanding must be filed within ten (10) calendar days after the decision of the appointing authority. No grievance involving demotion, suspension, dismissal, or reduction in salary of an employee will be entertained unless it is filed in writing with the Director of Human Resources or his/her designee within ten (10) calendar days of the time at which the affected employee was notified of such action. A copy of all proposed disciplinary actions and/or disciplinary actions will be provided to SEIU, Local #1021. An employee may not both appeal to the Civil Service Commission and file a grievance under Section 20 of this Memorandum of Understanding.

## C. NON-DISCIPLINARY MEDICAL TERMINATION

An employee may file a grievance at Step 2, within ten (10) calendar days of the date they received a written notification of a non-disciplinary termination of their employment due to their medical condition (excluding disability retirement).

## SECTION 20. GRIEVANCE PROCEDURE

### A. DEFINITION

A grievance is any dispute, which involves the interpretation or application of any provisions of this Memorandum of Understanding excluding, however, those provisions of this Memorandum of Understanding, which specifically provide that the decision of any County official shall be final, the interpretation, or application of those provisions not being subject to the grievance procedure.

### B. PURPOSE

The purposes of this procedure are:

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

### C. STEPS

Grievances shall be processed in the following manner

**1. Step 1. Informal Discussion**

Any 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.

**2. Step 2. Department Head and or the Designate Representative**

The department head or his/her designated representative will meet with the grievant and his/her Union representative and shall provide a written response to the grievance within twenty one (21) calendar days of having received it.

If the grievance is not resolved within the department, the employee or the union shall have the right to appeal the grievance to the Human Resources Director, in writing, within fifteen (15) calendar days of the response made at Step 2. Not withstanding 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.

**3. Step 3. Director of Human Resources**

Any employee or any official of the Union 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 5 below which has not first been filed and investigated in accordance with Step 3.

**4. Step 4. Adjustment Board**

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

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

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

The recommendation of the Adjustment Board shall be advisory only.

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

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

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

b. In the event either party does not believe that a settlement can be reached, Step 4 of the grievance procedure may be waived by mutual agreement of the parties and the matter shall be referred directly to an impartial arbitrator in accordance with Step 5 of this Section.

**Step 5. Arbitration**

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

In the event the parties are unable to agree on an arbitrator, the parties shall solicit from the State of 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 shall be made in writing within twenty one (21) calendar days following recommendation of the Adjustment Board.

## D. TIMELINESS OF GRIEVANCES AND RESPONSES

**1.** Failure of the grievant to adhere to the timeliness 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

**2.** If any of the time periods for processing a grievance, as outlined above, end on a day which is not a normal County work day (i.e. a weekend or recognized County holiday) the timelines shall be extended to 5:00 pm on the next regular County work day.

## E. SCOPE OF ARBITRATION DECISIONS

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

**2.** No Adjustment Board and no arbitrator shall entertain, hear, decide or make recommendations on any dispute unless such dispute involves position in a unit represented by the Union which has been certified as the recognized employee organization for such unit unless such dispute falls within the definition of a grievance as set forth in Section 20.A.

**3.** Proposals to add to or change this Memorandum of Understanding or written agreement 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 agreements or addenda supplementary hereto or to establish any new terms or conditions of employment.

**4.** If the Director of Human Resources or his/her designee in pursuance of the procedures outlined in Section 20.C.(3), above or the Adjustment board in pursuance of the provisions of Section 20.A. (5) 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 he 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.

## F. COMPENSATION COMPLAINTS

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

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

## G. COUNTY CODE AND CIVIL SERVICE COMMISSION

**1.** 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.

**2.** All grievances of employees in representation units represented by the Union shall be processed under this Section. If the County Code requires that, a differing option be available to the employee, no action under paragraph 2 or 3. of Section 20.A. above shall be taken unless it is determined that the employee is not availing himself/herself of such option.

**3.** No action under paragraph 2 or 3 of Section 20.C. above shall be taken if action on the complaint or grievance has been taken by the Civil Service Commission, or if the complaint or grievance is pending before the Civil Service Commission.

**4.** If any award by an Adjustment Board or arbitrator requires action by the Board of Supervisors or the Civil Service Commission before it can be placed in effect, the Director of Human Resources will recommend to the Board of Supervisors or the Civil Service Commission, as appropriate, that it follow such award.

**5.** Should an employee elect to appeal a disciplinary matter either through arbitration of the civil service commission; they shall be barred from electing the other appeal option for a period of three (3) years for any subsequent disciplinary action.

## SECTION 21. 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 use in accordance with the IRS rate. The deductible amount, not covered by the employee's insurance which becomes an actual expense to the employee because of an accident while on County business, and for which the employee is not cited, shall be reimbursed by the County up to a maximum of $500.00 per accident. Necessary tolls and parking fees are also 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 normal place of residence to the site of a meeting or another official purpose that is not at his/her regular work location, mileage reimbursement is allowable for the actual miles driven less any personal miles, and shall be for the shortest route. (For example, an employee living in Vacaville with a regular work site assignment in Fairfield, who drives to Sacramento and back home on County business would be eligible to receive mileage reimbursement to and from Sacramento via I-80 and connecting streets plus any parking fees less normal commute miles. The same employee driving to San Francisco and back home could claim the round trip mileage between Fairfield and San Francisco via I-80 plus parking fees and tolls.)

**5.** An employee at the end of a work schedule who drives from a regular work site to another County work location on official business, and then drives home, shall receive mileage reimbursement for the miles driven between the two County work locations.

**D. EVIDENCE OF INSURANCE**

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

**Required Coverage:**

**1.** Personal Injury: $15,000 per person/$30,000 aggregate.
**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.

## SECTION 22. CLASS A/B DRIVER'S LICENSE

**A.** Employees in the class of Fleet Services Supervisor are required to have a Class B California Driver's License as a condition of employment. Some employees in the class of Public Works Maintenance Supervisor are required to have a Class A California Driver's License as a condition of employment.

**B.** The County will reimburse all cost of testing, examining, obtaining physical examinations, and licensing for all employees who are required to have a Class A or B license and any required endorsement, including federal fees payable for a Hazardous Materials (HazMat) endorsement. Physical examination cost must be comparable to the actual cost for similar testing and examination done by the County's Clinic. It will be by mutual agreement of the parties whether the employee shall receive a physical from the county or their own personal physician. However, the County may direct employees to use county facilities it is the lowest cost alternative and the employee is unwilling to pay the difference in cost.

## SECTION 23. TUITION REIMBURSEMENT PROGRAM

**A. OBJECTIVE**

The Tuition Reimbursement Program is designed to encourage employees to continue their self-development by enrolling in classroom 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 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 work week bears to forty hours.

## C. POLICY FOR TUITION REIMBURSEMENT

**1.** Courses must be related to the work of the employee's position, career development or occupation in such a fashion as will offer substantial benefit to the County.

**2.** Courses, which are directly related to the employee's work, may be taken on not more than 50% of the County's time. Employees taking approved courses which encroach their regular scheduled working hours may be granted paid time off for such encroaching hours up to a total maximum amount of paid time off from work equal to 50% of the class time. Courses not directly related to the employee's work, such as career development, shall be on he employee's own time.

**3.** Courses must be taken for credit; audited courses will not be reimbursed.

**4.** Courses must be taken at accredited institutions. Correspondence courses from reputable institutions will be considered only when equivalent courses are not available at local accredited schools, or when the employee's circumstances prevent him/her from attending local courses.

**5.** Prerequisite courses for eligible courses or courses, which are required for the completion of a specific program, are also eligible for tuition reimbursement. However, reimbursement shall not be made until the appropriate eligible courses have been satisfactorily completed.

**6.** Courses are not eligible for tuition reimbursement if they:

**a.** Are taken to bring unsatisfactory performance up to an acceptable level, unless the course is directed to correct a deficiency.

**b.** Are taken to acquire skills or knowledge which the employee was deemed to have when appointed.

**c.** Duplicate in-service training which is available.

**d.** Duplicate training which the employee has already had.

**7.** Conventions, workshops, institutes, etc., are not included in the Tuition Reimbursement Program. An exception may be made for conferences, institutes of workshops when these events provided the employee with continuing education units (CEUs) which are required to attain or maintain a certification or license which is required by the county for the employee's position. Attendance at such an event and the eligibility for inclusion under this education reimbursement provision must be approved by the Department Head in advance.

**8.** Reimbursement shall be subject to certification by the department concerned that the course of study is directly related to the work of the employee.

**9.** Requests for reimbursement must be approved before the course is undertaken and such approval shall be subject to the availability of funds for tuition reimbursement within the Department involved.

**10.** Reimbursement shall be made only upon presentation of evidence of payment for and successful completion of courses (as evidenced by a passing grade) and a satisfactory (standard or above) current performance evaluation. Reimbursement is made for the fiscal year in which the course is completed and documentation must be presented to the Department of Human within (90) calendar 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 one-thousand one hundred ($1,100.00) dollars.

**c.** An employee shall be reimbursed for expenses totaling five dollars ($5.00) or more for a single course. Expenses less than five dollars ($5.00) for a single course are not reimbursable.

**d.** No employee shall be reimbursed for non-resident fees above the normal resident fees.

## E. PROCEDURE FOR TUITION REIMBURSEMENT

**1.** The employee shall submit his/her request to their department head who shall either recommend approval of the request or deny it, based on the criteria set forth in this policy. If the department head recommends approval, he/she shall forward the application to the Director of Human Resources or his/her designee.

**2.** The employee shall apply for Tuition Reimbursement through such supervisory channels as designated by the head of his/her department, on forms provided by the Director of Human Resources or his/her designee.

**3.** An employee may appeal denial of the request by the department head to the Director of Human Resources or his/her designee and the Director of Human Resources or his/her designee's decision (unless the reason for denial is 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 or his/her designee. The employee shall also present evidence of payment of required textbook costs.

**F.** The department head may require that the employee evaluate the course in writing and, in addition, either present information attained at the course, or review course materials with department representatives and employees.

**G. 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 Union 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.

## SECTION 24. CONTINUING EDUCATION

The County acknowledges that employees in the classification of Public Health Microbiologist Supervising (or equivalent classification as a result of the 2007/2008 Countywide classification study) must complete twelve (12) hours of continuing education per year in order to maintain their State license, and that a current license is a requirement to continue their employment with the County.

Employees in the classifications listed above will receive the following while completing their requested Continued Education hours.

- Mileage reimbursement if they will have to drive to a location to attend a class or seminar.
- Compensatory Time Off if attendance at a class or seminar would cause them to work more than forty (40) hours in a work week.
- Reimbursement for all fees for taking the class or seminar.

## SECTION 25. 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 (10) 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.

## SECTION 26. COUNTY FURLOUGH PROGRAM TO ACHIEVE COST REDUCTIONS

### 26.1 COUNTY FURLOUGH

a. If, the County projects that expenditures will exceed revenues on a fiscal year basis without regard to the funding source, the Board of Supervisors at its sole discretion shall have the right to implement unpaid furlough days; including the closure of County facilities; or for those work units not subject to closure, the scheduling of a corresponding reduction in pay.

b. The total number of days the County will close or otherwise furlough employees will be determined at the sole discretion of the Board of Supervisors for up to twelve (12) work days per fiscal year (July 1 to June 30).

c. A facility closure shall not apply to twenty-four-hour institutions and operations designated by the County Administrator to be twenty-four-hour operations, specified law enforcement functions, or other public services that normally operate on legal holidays. Services that do not normally function on legal holidays will be closed unless authorized by the Board of Supervisors or the County Administrator.

### 26.2 EMPLOYEES' PAY REDUCTIONS/ACCRUAL OF DEFERRED HOURS

a. This provision applies to all employees except those employees who are exempt from deferred hours as specified in Section 23.3.

b. The reduction in pay shall be prorated over up to twenty-four (24) pay periods, two (2) pay periods for each day facilities/operations are closed. At the discretion of the County Administrator, but no earlier than the first pay period of the fiscal year, and for each pay period thereafter, four (4) hours pay shall be deferred. Employees shall be paid for seventy-six (76) hours although they work eighty (80) hours. Part-time employees shall receive prorated hours deferred and prorated salary reduction.

c. On days County facilities/operations are closed in accordance with this provision, employees will utilize deferred hours to maintain their level of pay. If employees do not have sufficient deferred hours, they will be allowed to use vacation, CTO, or other appropriate leave accruals to maintain their level of pay. If no accruals

are available for use, employees will use leave without pay to cover all or a portion of the furlough day.

## 26.3 EMPLOYEES EXEMPT FROM PAY REDUCTIONS/DEFERRED HOURS

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

b. Employees that cannot be subject to a closure or furlough as determined in Section 26.1 and 26.3 above, shall be subject to a reduction in pay of 4.62% to total an amount equal to the value of the number of furlough day imposed by the Board of Supervisors.

## 26.4 PAID IF REQUIRED TO WORK

Employees who are subject to the furlough provision but are required to work on days County facilities/operations are closed pursuant to this provision shall be paid for such work time at their normal hourly rate unless they are entitled to overtime pay. Their deferred time shall be taken on another day as determined by the appointing authority.

## 26.5 FURLOUGH DAY ON SCHEDULED DAY OFF

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

## 26.6 BENEFITS

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

## 26.7 HOLIDAYS

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

## 26.8 TREATMENT OF DEFERRED HOURS AT THE END OF THE FISCAL YEAR

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

## 26.9 TERMINATING EMPLOYEES

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

**26.10 ATTACHMENT "A"**

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

**26.11**. Neither the County's projection of revenue and expenditures, nor the exercise of the Board of Supervisors' discretion to implement a furlough, shall be subject to the grievance /arbitration provisions of the MOU.

**26. 12** Prior to invoking the County's authority to implement a furlough, the County will notify the Union of the decision, the dates of the operations/facility closures and the required number of furlough days.

**26.13** Expiration of the MOU does not alter the status quo ante as it relates to this provision. This provision shall expire September 30, 2016**.**

**SECTION 27. NO STRIKE/NO LOCKOUT**

**A.** The Union, its members and representatives, agree not to engage in, authorize, sanction, or support any strike, slowdown, stoppage of work, concerted refusal of overtime work, 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.

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

**SECTION 28. LAYOFFS**

**A.** Employees whose layoff date is effective during a month will continue to receive medical, dental, vision and life insurance coverage during that month.

**B.** Employees who are laid off and subsequently rehired within a 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 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 90 day period or if a laid off employee relinquishes all reemployment rights with the County within this 90 day period, such employee shall be entitled to payoff of earned benefits as provided in the Memorandum of Understanding.

**C.** The County will preferentially certify (i.e. forward their names separately to appointing authorities for consideration prior to the provision of other certification lists) 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 journeyperson level).

## SECTION 29. AMERICANS WITH DISABILITIES ACT (ADA)

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

## SECTION 30. PERSONNEL FILES

**A.** The official personnel file for each County employee shall be maintained by the Human Resources Department. An employee, or his/her representative, shall have the right to review the employee's official personnel 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 Personnel Action Forms, performance reviews, written reprimands, commendations, or disciplinary actions placed in the employee's personnel 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. The employee may be requested to acknowledge the receipt of any document entered in to his or her personnel file. In the event the employee refuses to sign acknowledgement, the supervisor shall indicate such on the document. Any additional copies of documents from the employee's personnel 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.

## SECTION 31. EMPLOYEE RECOGNITION PROGRAM

An Employee Recognition Program as adopted by the Board of Supervisors is available to all regular employees. (Appendix D)

## SECTION 32. CONTRACTING OUT

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

## SECTION 33. LABOR MANAGEMENT COMMITTEE

The parties agree that Joint Labor Management Committees (LMC) can further the development of effective communications and relationships between labor and management. To effectuate more effective communications and working relationships, a LMC may be formed in a department by the mutual agreement of the Department Head and the Union. Meetings of the LMC shall be scheduled by mutual agreement and with advance notice of the issues to be discussed.

## SECTION 34. SHORT TERM DISABILITY

If the Union establishes a group rate Short Term Disability Insurance policy for bargaining unit members during the term of this contract, the County shall administer the voluntary payroll deduction collected for this program and forward the amount collected directly to the Union for payment to the insurance carrier. The “hold harmless” provisions of Section 3.G. will also be applied to this provision.

## SECTION 35. 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.

## SECTION 36. SCOPE OF AGREEMENT

Therefore, County representatives and the designated representatives of the Service Employees International Union, Local #1021, CtW, CLC, acting on behalf of its members, hereby confirm understanding on the above matters for the period commencing October 2, 2011 and terminating September 28, 2013. This agreement shall become effective only upon approval by the Board of Supervisors and ratification by Service Employees International Union, Local #1021, CtW, CLC, membership and shall remain in full force and effect to and including September 28, 2013.

**COUNTY REPRESENTATIVES**

12/19/11
**Georgia L. Cochran** **Date**
**Interim Director of Human Resources**

12/8/11
**Jeannine M. Seher** **Date**
**Employment Relations Manager**

12/8/11
**Charmie Junn** **Date**
**Senior Human Resources Analyst**

12/8/11
**Glenda Lingenfelter** **Date**
**Mental Health Administrator**

12/8/11
**Cliff Covey** **Date**
**Assistant Director Resource Management**

12/8/11
**Cara Swartz** **Date**
**Assistant Director of Library Services**

**UNION REPRESENTATIVES**

12/16/2011
**Andrea Zanetti** **Date**
**SEIU 1021 Field Representative**

12-8-11
**Greg Carter** **Date**
**SEIU 1021 Field Representative**

12/8/11
**Jennifer LaRiviere** **Date**
**SEIU 1021 Chapter President**

12/15/11
**Akbar Bibb** **Date**

12-8-11
**Nadeen Roach** **Date**

12/8/11
**Jody Saad** **Date**

12/8/11
**James Wolsey** **Date**

12/8/11
**Steve Paris** **Date**

12/8/11
**Debra King** **Date**

Ratified by SEIU, Local 1021: December 7, 2011
Adopted by Board: December 13, 2011

# APPENDIX A - Salaries

**ATTACHMENT A LEFT BLANK INTENTIALLY.**

## APPENDIX B - HEALTH AND WELFARE INSURANCE

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

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

### PUBLIC EMPLOYEES RETIREMENT SYSTEM HEALTH PLAN AND CAFETERIA PLAN

The County has established a Cafeteria Plan in conjunction with the California Public Employee's Retirement System (CalPERS) Health Insurance Plan.

Effective January 1, 2012, the County's contribution to the cafeteria plan will be decreased from 80% of the PERS Kaiser rate to 75% of the PERS Kaiser 2012 family rate. Employees who waive coverage will receive no more than $500.00 per month minus the CalPERS Minimum Employer Contribution (MEC) as cash back. Employees who elect employee only coverage will receive no more than $334.58 per month as cash back, depending on the medical plan selected.

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

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

## APPENDIX C - Dues Deduction

## AUTHORIZATION OF PAYROLL DEDUCTION OF DUES/FEES

## EMPLOYER: SOLANO COUNTY

This employer has a contract with SEIU, Local 1021, CtW, CLC. The contract provides that each employee subject to this agreement as a condition of continued employment shall: become and remain a member of the Union in good standing; or commence and continue to tender to the union a service fee equal to that portion of the Union's dues expended by the Union in representing members of the unit in negotiating and administering the Memorandum of Understanding; or make an equivalent monthly monetary contribution to United Way *(this option is available only to employees who demonstrate a sincere religious or moral conviction against supporting a union).*

Members of the Union in good standing shall be defined as employee members of the Union who tender periodic dues as required by the Union as a condition of acquiring or maintaining membership.

If the Authorization of Payroll Deduction of Dues/Fees form is not completed properly and returned, the County Auditor shall commence and continue a payroll deduction of service fees from the regular bi-weekly pay warrants of each employee. The effective date of union dues, service fee deductions, or charitable contributions for such employees shall be the beginning of the first pay period of employment.

**(___)** I am currently a dues paying member of SEIU, Local 1021, CtW, CLC.

I hereby authorize you to deduct from my salary (Check appropriate box):

**(___)** UNION MEMBERSHIP: Union dues necessary to secure and maintain Union membership and all rights and benefits of same and payable to SEIU, Local 1021, CtW, CLC.

**(___)** SERVICE FEE: The service fee equal to 57% of the union dues without rights and benefits of union membership and payable to SEIU, Local 1021, CtW, CLC.

**(___)** I request religious exemption from supporting a union and elect to have the equivalent of the service fee to be paid to the United Way. I am attaching verification of membership in a religion, body, or sect that has a history of conscientious objection to joining or financially supporting a public employee organization.

<u>CURRENT DUES SCHEDULE</u>: The current rate on June 19, 2008 is 1.4% of gross salary with $10.15 minimum and a $30.00 maximum per pay period.

**THIS AUTHORIZATION SHALL BE IN FULL FORCE AND EFFECT UNTIL REVOKED IN WRITING BY THE UNDERSIGNED OR BY THE ORGANIZATION.**

***SIGNATURE:*** _____ HIRE DATE:_____ JOINED DATE: _____

(Please Print):

BIRTHDATE: _____SS#: _____ REGISTERED TO VOTE? ___ YES ___ NO

NAME: _____CLASS:_____

UNIT #: _____

HOME ADDRESS: _____CITY: _____

STATE: CA ZIP: _____HOME PHONE: _____E-MAIL: _____

WORK ADDRESS: _____CITY/ZIP: _____

DEPT.: _____ WORK PHONE: _____ FAX:_____

Note: Employees who transfer or promote to a position not covered by Agency Shop are responsible for submitting a cancellation of union dues or service fees to the Auditor. The employee is responsible for requesting any refund of dues or fees they may be entitled to directly from the Union.

## APPENDIX D- Employee Recognition Program

**(Attachment for Information Purposes)**

**SUBJECT: EMPLOYEE RECOGNITION PROGRAM**

**PURPOSE:** To identify, recognize and show appreciation for employees who make outstanding contributions to the County and participate in meeting the goals of Solano County. The County's intent in promoting this program is to promote cooperation and teamwork, increase employee involvement, and develop a standard of excellence in the organization through employee example.

**POLICY:** To recognize the outstanding contributions of County employees.

**EXTRA MILE AWARD:** Departmental program to provide timely recognition to employees who have made an extra effort to make a difference in completing a project in addition to their regular workload, providing exemplary service to the public or another department or division, excellent performance under adverse working conditions or for making a meaningful suggestion to improve the work of their division or department which may not qualify for an award from the Employee Suggestion Award Program.

**ELIGIBIITY:** All regular employees (excluding management employees) are eligible to receive an award.

**SELECTION PROCESS:** Supervisors or fellow employees may make recommendations to the Department head who gives final approval.

**AWARDS:** Each department will be allocated an amount of funds based on the number of allocated full time positions in the department. The Department Head shall determine the type of award for each individual/group achievement. The limit of the award is up to the award may be in the form of cash, gift certificate, or gift. Names of recognized employees and their accomplishment shall be submitted to Human Resources for inclusion in the County employee newsletter.

**COMMITMENT TO EXCELLENCE AWARD:**

A Countywide program to recognize employees or groups of employees on a quarterly basis from departmental groups (see Attachment A) for their contributions towards excellence in Solano County.

**ELIGIBIITY:** All regular employees (excluding management employees) are eligible to participate. Nominees must be employed by the County at the time of their nomination and at the time, the awards are presented.

**NOMINATION PROCESS:** Nominations may be submitted on the designated form (see Attachment B) by employees who wish to nominate themselves or their work group; by fellow employees who wish to nominate co-workers; managers and supervisors nominating employees, co-workers and/groups; or groups who wish to nominate themselves or others.

**NOMINATION CRITERIA:** Employees or teams of employees who may be recognized have contributed to excellence in Solano County in the following ways:

Demonstrated consistent, measurably high levels of productivity in their daily work performance

- Successfully coordinated a major project
- Made a significant contribution to the County
- Increased the overall performance of their department through consistent extra assistance to clients and/or fellow employees.
- Consistently spent extra time and effort to address the growing demands on a department.

**NOMINATION PERIODS:** The nomination period for the Commitment to Excellence Award will be March 15 – March 31, June 15 – June 30, September 15 – September 30, and December 15 – December 31 at the conclusion of each quarter.

**SELECTION:** A selection committee will review and evaluate nominations according to established criteria. The selection committee will be established by the County Administrator.

**AWARDS:** Each recognized employee (5 each quarter) will receive a cash award along with a certificate and will be recognized at an appropriate ceremony.

## APPENDIX E - CalPERS

### Agreement between the County of Solano

### And

### SEIU, Local #1021

**Regarding CalPERS 2.7% @ 55**

PERS retirement enhancement - provide for the 2.7% @ 55 formula effective as soon as practicable following ratification of this contract extension. Therefore, the cost of this benefit as established by PERS ($75,036,452) will be the responsibility of the employees. The County will agree to allow the employees to pay for this plan enhancement in the form of a payroll deduction, with the cost amortized over the next 20 years. This payment will take the form of a percentage deduction made from the paycheck of each employee in the unit, until the above-established cost has been recovered based on the following:

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

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

## APPENDIX E (Continued)

**Proposed Formula PERS 2.7% @ 55**

**Note: The amounts shown exclude the increase cost of the employee contribution from 7 % to 8%.**

**This formula was prepared June 10, 2002 and serves as a basis for future calculations and is included here for reference.**

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

**Attachment A**

| **Situation** | **Result** | **Comments** |
|---|---|---|
| Full-time (F-T) employees | Pay is reduced by 4.0 hours.<br><br>4.0 hours credited to furlough leave accruals. | |
| SDI integration | Integrate leave accruals up to employee's Full Time Equivalency (FTE) less furlough hours. | Examples:<br>F-T EE normally works 80 hours/pay period minus 4 furlough hours = integrate up to 76 hours.<br><br>P-T EE normally works 40 hours/pay period minus 2 furlough hours = integrate up to 38 hours. |
| Workers' Compensation integration. | Same as SDI integration. | See examples under SDI integration. |
| Leave without pay for partial pay period | Pay is reduced by 4.0 hours (or pro-rated if part-time employee).<br><br>4.0 hours credited to furlough leave accruals. | Furlough hours based on EE's normal FTE (not pro-rated based on hours worked). |
| Various shifts (4/10, 9/80) | Pay is reduced by 4.0 hours.<br><br>4.0 hours credited to furlough leave accruals.<br><br>If furlough is day off, another day is taken as furlough. | |
| Promotion/Demotion | Pay is reduced by 4.0 hours.<br><br>4.0 hours credited to furlough leave accruals. | No effect on number of furlough hours unless there is a change in FTE. |
| Taxes | Taxes are withheld on the reduced salary. | |
| New hires (working less than 80 hours 1st pay period) | Furlough hours pro-rated based on scheduled number of hours to be worked.<br><br>Furlough hours credited to furlough leave accruals. | Example:<br>EE starts work Tuesday after Monday holiday (works 72 hours of pay period) = 90% of pay period. 4.0 furlough hours x 90% = 3.6 hours |

| | | |
|---|---|---|
| | | credited to furlough leave accruals and pay reduced by 3.6 hours. |
| Holidays | No change. | EE must be in a paid status the day before and the day after the holiday to be compensated for the holiday. |
| Retirement deductions | Reduction in earnings due to furlough will reduce reportable earnings and reduce PERS deductions. | Retirement deductions taken based on reduced salary. |
| Retirement benefits | Retirement allowance calculated using the average monthly full-time ***pay rate*** (final compensation) reported to CalPERS for the highest 12 consecutive months of employment. | Furlough does not change pay rate. However, furlough could reduce special compensation amounts that are paid as a factor of earnings. In some cases final compensation could be reduced, but only for members with earnings-based special compensation whose highest 12 month period at retirement includes furlough time. |
| Health insurance contributions | No change. | As long as EE is in a paid status in the pay period, health insurance contributions will be made. |
| Leave accruals | No change. | Normal leave accruals will be earned. |
| Terminations | Employee is paid for any furlough hours accrued and not used. | Treated the same as vacation leave balance. |
| Differentials (% of actual earnings) | Differentials paid as a factor of earnings will be reduced based on reduced earnings. | Example: longevity pay. |
| Differentials (flat amount or % of pay rate) | No change. | Example: POST pay or shift differential. |
| Part-time employees | Furlough reduction will be pro-rated based on FTE. | |
| Change from FT - PT | Same as part-time employees' language. | |
| Change from PT - FT | Same as full-time employees' language. | |
| Voluntary Time Off (VTO) | Same as full-time employees' or part-time employees' language. | The employee will be treated as any other full-time or part-time employee. |

| | | |
|---|---|---|
| | If furlough day falls on day off, another day is taken as furlough. | |
| Not enough accrued furlough to cover furlough day | Use applicable leave balances. If no leave balances available, record leave without pay hours. | |