MEMORANDUM OF UNDERSTANDING

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

October 22, 2022 – October 25, 2025

Unit #2 - Registered Nurses

Unit #7 - Regulatory, Technical and General Services Employees

Unit #9 - Clerical Employees

TABLE OF CONTENTS

PREAMBLE 5
1. RECOGNITION 5
1.1 Union Recognition 5
1.2 County Recognition 5
2. TERM 6
3. UNION SECURITY AND UNION RIGHTS 6
3.1 Union Dues 6
3.2 Union Rights 6
4. COUNTY MANAGEMENT RIGHTS 10
5. SALARIES 10
5.1 Salary Range and Pay Date 10
5.2 Pay for New Employees 10
5.3 Salary Upon Reemployment 10
5.4 Merit Increases within Range 11
5.5 Salary upon Promotion 12
5.6 Salary upon Transfer 12
5.7 Salary upon Demotion 12
5.8 Salary upon Reclassification 13
5.9 Longevity Compensation 13
5.10 Working Out of Class 14
5.11 Not in Use 15
5.12 Changes in Salary Allocation 15
5.13 Overpayments and Underpayments 15
6. BENEFITS 17
6.1 Medical Insurance 17
6.2 Retiree Medical Insurance 17
6.3 Cafeteria Plan 18
6.4 Dental Insurance 19
6.5 Vision Insurance 20
6.6 Life Insurance 20
6.7 Deferred Compensation 20
6.8 Short Term Disability Insurance 21
6.9 Long Term Disability Insurance 22
6.10 Retirement 22
6.11 Social Security and Medicare 23
6.12 Tuition Reimbursement Program 24
6.13 Continuing Education 26
6.14 Limited Extra-Help Benefits 26
7. SAFETY AND WORKERS' COMPENSATION 27
7.1 Safety 27
7.2 Workers' Compensation 27
7.3 Temporary Modified Duty Assignment 28
7.4 State Disability Insurance 29
8. INCENTIVES AND DIFFERENTIALS 30
8.1 Bilingual Pay Differential 30
8.2 Shift Pay Differential 31

8.3 Sheriff's Services Technician Trainer's Compensation 32
8.4 Call Back and Standby Pay Differential 32
8.5 Uniform Allowance 33
8.6 Training Assignments 35
8.7 California Department of Food and Agriculture Exam 35
8.8 Emergency Medical Dispatch Certification 35
8.9 Sheriff's Office Records and Warrants Unit 36
9. VACATION 36
10. SICK LEAVE 37
11. CATASTROPHIC LEAVE BANK 39
12. BEREAVEMENT LEAVE 41
13. OTHER LEAVES 41
13.1 Maternity Leave 41
13.2 Family and Medical Leave 42
13.3 Jury duty 42
13.4 Time Off for Blood Donation 42
13.5 Time Off for Promotional Examination 42
13.6 Military Leave of Absence 43
13.7 Leave of Absence without Pay 46
14. HOLIDAYS 49
15. PROBATIONARY PERIOD 51
15.1 Probationary Period 51
15.2 Rejection of Employee during the Probationary Period, Retreat to Vacant Position 52
16. LAYOFF 53
16.1 Twenty-Four (24) Months Continuous Service 53
17. FURLOUGHS 53
17.1 Closure of County Facilities to Achieve Cost Reductions 54
17.2 Employees' Pay Reductions/Accrual of Deferred Hours 54
17.3 Employees Exempt from Pay Reductions/Deferred Hours 54
17.4 Paid if Required to Work 54
17.5 Furlough Day on Scheduled Day Off 54
17.6 Impact of Furlough on Benefits 55
17.7 Impact of Furlough on Holidays 55
17.8 Treatment of Deferred Hours at the End of the Fiscal Year 55
17.9 Terminating Employees 55
17.10 Effects of Furlough/Attachment E 55
18. DISCIPLINARY ACTION 55
18.1 Discipline Defined 55
18.2 Disciplinary Action Procedures 56
18.3 Disciplinary Action Appeal Process – Appeal to the Civil Service Commission 56
18.4 Non-Disciplinary Medical Termination 56
19. GRIEVANCES 57
19.1 Grievance Definition 57
19.2 Grievance Purpose 57
19.3 Grievance Steps 57
19.4 Grievance Timelines 58
19.5 Scope of Grievance Decisions 59
19.6 Compensation Complaints 59

19.7 County Code and Civil Service Commission 60
20. HOURS OF WORK AND OVERTIME 60
20.1 Hours of Work 60
20.2 Overtime 62
21. NO STRIKE / NO LOCKOUT 64
22.1 Duties Imposed on Officers and Employees to be Performed; Staggering of Hours of Employment 64
22.2 Mileage Reimbursement 64
22.3 Conflict of Interest 65
22.4 Personnel Files 66
22.5 Contracting Out 66
22.6 Labor Management Committee 66
22.7 Shift Assignments – Sheriff's Office 66
23. SEVERABILITY 67
24. FULL UNDERSTANDING 67
25. AMERICANS WITH DISABILITIES ACT (ADA) 67
26. NO DISCRIMINATION 67
27. CLASSIFICATION STUDIES 68
APPENDIX A. LISTING OF CLASSIFICATIONS 71
APPENDIX B. SALARY SCHEDULE 75
APPENDIX C. 80
APPENDIX D. REGARDING PAYMENT OF ENHANCED PENSION 81
APPENDIX D. REGARDING PAYMENT OF ENHANCED PENSION, continued 82
APPENDIX E. IMPACT OF FURLOUGHS 83
APPENDIX F. UNIT #2 REGISTERED NURSES 86
APPENDIX G. Continuing Education Table of Job Classes 89

MEMORANDUM OF UNDERSTANDING
October 22, 2022 – October 25, 2025

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.

Representatives of the County of Solano and the Service Employees International Union, SEIU, Local #1021 CtW, CLC, have met and conferred in good faith regarding wages, hours and other terms and conditions of employment, have freely exchanged information, opinions and proposals and have endeavored to reach agreement on all matters relating to the employment conditions and employer-employee relations of such employees.

The legal relationship between the Service Employees International Union, SEIU, Local #1021 CtW, CLC ("Union") and the County of Solano ("County") is governed by the Meyers-Milias-Brown Act (California Government Code sections 3500, et. seq.), the County's Employer-Employee Relations Rules and Regulations, the Civil Service Rules, and this Memorandum of Understanding. Whenever this Memorandum of Understanding contains a provision relating to the subject matter which is also referred to in the Civil Service Rules or any other county ordinance, policy or regulations, the provisions of this Memorandum of Understanding shall prevail.

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

1. RECOGNITION

1.1 Union Recognition

The County recognizes the Union as the recognized employee organization for:

Unit #2, Registered Nurses
Unit #7, Regulatory, Technical and General Services Employees
Unit #9, Clerical Employees

Classifications represented under this Agreement are identified in Appendix A.

1.2 County Recognition

The Union recognizes the Director of Human Resources or the Director's designee as the County's designated representative for negotiations.

2. TERM

This Memorandum of Understanding shall be in effect the later of October 22, 2022 or on the date it is adopted by the Board of Supervisors, except those provisions of this Memorandum of Understanding which have been assigned other effective dates, and shall remain in full force and effect up to and including October 25, 2025.

3. UNION SECURITY AND UNION RIGHTS

3.1 Union Dues

A. Employees may sign up for Payroll Deductions of Union Dues with the Union. The Union will certify changes or new authorizations for dues deductions from members of the Union, in an electronic data file to be transmitted to the County's Auditor Controller's Office – Payroll Bureau. If the employees opt for such deduction, it is understood that the dues will be deducted starting from the first day of the pay period following receipt of the certification and shall continue until:

1. The last day of the last pay period following the transfer, promotion, or demotion of the employee to a non-SEIU bargaining unit; or
2. Until the end of the pay period following notification from the Union to the County to cease deducting Union dues, or a later date as specified by the Union (to coincide with the end of a pay period).

B. The employee's earnings must be sufficient after the other legal and required deductions are made to cover the amount of the dues or fees authorized. When an employee is in a non-pay status for an entire pay period, no withholding will be made to cover the pay period from future earnings. In the case of an employee who is in a non-pay status during only part of the pay period, and the salary is not sufficient to cover the full withholding, no deduction shall be made. In this connection, all other legal and required deductions (including health care deductions) have priority over union dues and service fees.

3.2 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 the employee's 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 the employee's supervisor and department director with the employee's 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 the Director's 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.

D. Payroll Deductions and Pay Over

The County shall deduct Union dues and premiums for approved insurance programs from employee's pay in conformity with State and County regulations. The County shall promptly pay over to the designated payee all sums so deducted.

1. The County will provide a list of employees newly hired into regular positions to the Union on at least a monthly basis.

a. Within thirty (30) days from the date of hire, the County shall provide the Union an electronic list with the following information for newly hired represented bargaining unit employees:

1. Full name (last, first and middle name or initial)
2. Employee I.D. number
3. Bargaining unit
4. Department
5. Job Title
6. Work location
7. Appointment type (regular or limited term, full-time, part-time, extra help)
8. Hire date
9. Job class entry date
10. Salary schedule step
11. Hourly rate

12. Health plan selected

13. Home address

14. Phone numbers (work numbers, home number, and personal cell number)

15. Email addresses (County and personal)

b. Commencing on November 5, 2017, the information described in section 3.2.D.1.a shall be provided to the Union for every bargaining unit member, and following this date every third calendar month thereafter (i.e., every February 1, May 1, August 1, and November 1).

2. 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).

G. Programming Fee

The Union shall reimburse the County for actual, reasonable, and necessary costs, if any occur, of reprogramming in order to implement this agreement. Such costs shall not exceed each Union's prorated share of such costs, to be determined by dividing the total number of each Union's represented employees subject to agency shop by the total number of County employees subject to agency shop and by multiplying this quotient times the total cost.

H. Hold Harmless

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

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

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

J. Human Resources New Employee Orientation

1. The County agrees that each newly hired employee shall participate in a mandatory and in-person orientation meeting(s) as part of the Mandatory New Employee Orientation. The County shall inform the newly hired employee in advance that participation in the New Employee Orientation is mandatory. A meeting agenda for each Orientation will be emailed to the Union representative ten (10) days in advance of the meeting.
2. Up to two representative(s)/designees of the Union shall be provided an opportunity to present to employees at the New Employee Orientation, for no more than 30 minutes. Employees will not suffer a loss in compensation for such time.

3. A newly hired employee who does not attend the Orientation shall be required to attend a mandatory make up session during the next County Employee Orientation.
4. Union designee(s) shall conduct the sessions covered under this Agreement. The Union's representatives will be a Union staff member, the Union President, the Union Vice President or a member designated on the "New Employee Orientation Representative list." This list is composed of a maximum twenty (20) representatives across all SEIU bargaining units who are eligible for release time to attend the Union's presentation at New Employee Orientation. The Union will provide the list to the County by the end of the 30th calendar day following the effective date of this side letter. The Union may remove and add names, without exceeding twenty (20) representatives, twice annually during the months of July and December.
5. The County shall advise the employee organization of the dates and times at which the Union Representative can present to employees covered by their bargaining unit. Such notice shall be provided at the earliest opportunity but no later than ten (10) days before the scheduled orientation. The County shall electronically send to the Union at least forty-eight (48) hours in advance of a New Employee Orientation a list of expected participants. Individuals not on the list and who show up for New Employee Orientation may be denied entrance by Human Resources to that particular New Employee Orientation meeting.
6. The County shall grant release time to two Union designee(s), which shall include reasonable time for travel and set up without loss in compensation to conduct any sessions for new employee orientation. The Union shall provide the names of the representative(s) who are requested for release time for the Union's presentation at New Employee Orientation to the County at least forty-eight (48) prior to the scheduled New Employee Orientation.
7. The Union agrees to stay within its designated time period and will not cause a delay to the new employee orientation schedule. For example, if the Union representative is scheduled to present from 9:00a.m. - 9:30a.m., and the Union representative arrives at 9:20a.m., the Union representative shall have from 9:20a.m. - 9:30a.m. to present. If the Union representative arrives at 9:35a.m., the Union representative will have waived their opportunity to present to the group. No additional time or rescheduling will be afforded. However, if the Union representative is unable to make the schedule time, the County agrees to make Union provided information available to newly hired employees, as long as no information pertaining to either local or partisan elections is included in the Union provided information.
8. If the Union representative(s) is not available to present at its designated time slot, the Union will be deemed to have waived its right to present at that meeting. No additional time or rescheduling will be afforded.
9. The County will provide the Union an environment for the Union's presentation that is as reasonably free from distractions and conducive to presentation as the environment in which the County portion of the agenda occurs. If multiple Unions attend HR's New Employee Orientation, each Union will meet with employees of the bargaining group at the same time. Separate meetings rooms

may be provided but are not guaranteed; however, groups will be divided into "break-out" sessions in the room and/or close proximity to the room scheduled for new employee orientation.

10. The County will not observe or disturb the Union presentation.
11. The Union agrees to not disparage the County and/or its supervisors or management during this meeting.
12. The County and Union agree that this Agreement shall be subject to all relevant sections of the MOU, including, but not limited to, the grievance procedure.
13. The County will provide the Union with information pursuant to AB 119 and MOU sections 3.2.D.

4. COUNTY MANAGEMENT RIGHTS

The County management rights are provided for in the Employer-Employee Relations Rules and Regulations (EERRR), Article 2, Section 3, and are incorporated herein by reference.

5. SALARIES

5.1 Salary Range and Pay Date

Salary ranges for classifications represented by the Union are listed in **Appendix B** of this agreement. Employees shall be paid every other Friday.

5.2 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.

5.3 Salary Upon Reemployment

A. A former employee, off probation at the time of separation, who is reemployed in a represented position in the County, 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 the Director's designee, be appointed at any step within the salary range. Subsequent merit increases shall follow the normal time period progression between steps.

B. An employee who voluntarily separates and:

1. Is subsequently reemployed in the same department;
2. Begins work within a period of not more than 180 calendar days from the last day the employee previously actually worked for the County;
3. Completes a new probationary period; and either did not withdraw from PERS or "bought-back" their County PERS service credits, shall, upon approval by the Director of Human

Resources or the Director's designee, have continuous service credited to the employee 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.

5.4 Merit Increases within Range

A. Merit increases shall not be automatic but shall be given only upon the recommendation of the department head or designee.

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

After	26 Pay Periods	26 Pay Periods	26 Pay Periods	26 Pay Periods
Salary Range 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 or workers' compensation 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.

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

D. Advancement within a salary range is not automatic for merely completing a specific period of service but rather based on merit as documented on a performance evaluation form prescribed by the Director of Human Resources or the Director's designee. The merit increase shall consist of one step on the salary schedule for the class. A performance evaluation must be submitted within six (6) pay periods following the employee's performance evaluation eligibility date. If the supervisor fails to render a performance evaluation within the specific timeframe, then the employee's overall performance shall be assumed to be satisfactory and the employee shall receive, if available, a salary step increase effective on the scheduled date.

E. Merit Increase Deferral: If, in the department head's (or designee's) judgment, the employee's performance does not merit a salary increase on the merit increase eligibility date, and a deferment of a decision accompanied by an intensive effort at improved performance might be productive, the department head or designee shall complete the structured merit rating and defer a decision regarding the merit increase any number of pay periods, but not to exceed thirteen (13) pay periods. In the event an employee receives an overall rating of either

unacceptable or improvement needed on the employee's evaluation, such employee must be re-evaluated no later than four (4) pay periods following the scheduled merit increase eligibility date. A merit increase may be deferred only once for any given step on the range for the class. The responsibility for reopening the matter by submitting another merit rating and recommendation shall lie with the department head or designee. At the end of the deferral period, the employee must be re-evaluated, and a decision must be made to grant or deny the merit increase. The employee's merit increase eligibility date shall not be changed by such deferment.

Such evaluation shall be on forms and under procedures prescribed by the Director of Human Resources or the Director's designee.

F. Merit Increase Denial: If in the department head's (or designee's) judgment, the employee's performance is unacceptable or improvement is needed and the employee's performance does not merit a salary increase on the merit increase eligibility date, or after a period of deferment, the merit increase shall be denied until the next evaluation cycle (twenty-six (26) pay periods from the most recent evaluation due date.

G. Should an employee's merit increase eligibility date be overlooked through an error, and upon discovery of the error, the employee is recommended for merit increase, the Auditor-Controller shall compensate the employee for the additional salary the employee would have received dating from the merit increase eligibility date.

5.5 Salary upon Promotion

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

5.6 Salary upon Transfer

When an employee is transferred from one position to another in the same class or when the top steps of the classes are the same, the salary and merit increase eligibility date shall not change.

5.7 Salary upon Demotion

A. When a regular employee is demoted for reasons of unsatisfactory performance, the employee's salary shall be reduced one-step, or the employee shall receive the maximum salary step of the new class, whichever is lower. The employee's 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 this Memorandum of Understanding.

B. When a regular employee in good standing is demoted as an accommodation for ADA purposes or reasons other than unsatisfactory performance, the employee shall receive the

highest salary in the new classification that does not exceed the employee's rate of pay immediately prior to demotion. The merit increase eligibility date to which the employee was entitled prior to demotion shall be retained.

C. When a probationary employee is demoted to a class not previously occupied by the employee, the employee shall receive the recruiting salary for the lower class and shall receive a new merit increase eligibility date as provided by the provisions of this Memorandum of Understanding. A promotional probationary employee demoted to a class formerly occupied in good standing shall retain the step status, probationary status and merit increase eligibility date that would have been achieved if the employee would have remained in the lower class.

5.8 Salary upon Reclassification

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

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

B. If the position is reclassified to a class with a higher salary range, the salary of the employee shall be governed by the provisions of **Section 5.5.**, Salary Upon Promotion, of this MOU.

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

1. If the salary of the employee is the same or less than the maximum salary of the new class, the salary and merit increase eligibility date of the employee shall not change.
2. If the salary of the employee is greater than the maximum salary of the new classification, the salary of the employee shall be designated as a Y-Rate and shall not change during continuous regular service until the maximum salary of the new classification exceeds the salary of the employee or until the period of calendar time indicated in the schedule below has elapsed, whichever is sooner. If, at the end of the calendar period indicated below, the salary of the employee still exceeds the maximum of the new salary range for the new classification, the salary of the employee shall be reduced to the maximum salary for the new class.

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

5.9 Longevity Compensation

A. All employees 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, employees who complete twenty-five (25) years of continuous full-time service, shall be entitled to an additional two and a half (2.5%)

percent increase in compensation (a total of 7.5%); additionally, employees who complete thirty (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%); additionally, employees who complete thirty-five (35) years of continuous full-time service, shall be entitled to an additional two and one-half (2.5%) percent increase in compensation (a total of 12.5%), over the rate for the class in which employed.

Effective the first full pay period of July 2023, employees who complete fifteen years of continuous full-time service shall be entitled to an additional 2.5% increase in compensation over the rate for the class in which employed, and the total longevity benefit at each subsequent tier will increase by 2.5%, up to a maximum of 15% for employees who completed thirty-five (35) years of continuous full-time service.

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

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

5.10 Working Out of Class

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

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

1. The vacant position is specifically allocated to the department.
2. 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.
3. The employee meets the minimum qualifications identified in the job description of the classification being assigned. In the event no employee is identified for the work out of class assignment who meets the minimum qualifications of the position, the department head may request the approval of a written waiver of this requirement from the Human Resources Director.

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 range over the salary received prior to the assignment not to exceed the top step of the new range.

C. 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 range provided, however, such increase in the prior class would result in more than the rate being earned on temporary assignment.

D. Employee Process to Request Working Out of Class Pay

1. Informal Steps
   a. An employee who believes they are working out of class must raise it with the Department Head in writing, specifying the duties/assignments that the employee believes are outside of their current classification.
   b. The Department Head (or designee) will respond in writing to the employee within ten working days of receiving the written notice from the employee.
   c. If the Department Head does not respond or the matter is not resolved to the employee's satisfaction, the Union may send a letter to the Department Head with the specifics of the situation (a copy to be sent to the HR Department). Such letter must be submitted within ten working days of the Department's response in step two above.
   d. The Department Head may meet with the employee/Union, as necessary and will respond in writing to the Union's letter within ten working days.
   e. If the Department Head does not respond or the matter is not resolved to the employee's satisfaction, the Union will submit a letter to Human Resources within ten working days of the response from the Department Head.

2. Formal Steps

a. Within fifteen working days of receiving the letter from the Union, HR will investigate the claim (meet with Department, employee, Union as necessary) and make a determination, which will be final and NOT subject to the grievance procedure.
b. Should the Department of Human Resources determine that the employee should receive WOC pay, then such pay shall be retroactive to the 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.
c. Time frames set forth above may be extended by mutual agreement of the parties.

5.11 Not in Use

5.12 Changes in Salary Allocation

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

5.13 Overpayments and Underpayments

A. 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:

1. "Earnings" means the biweekly rate of pay including additional pays, differentials, and overtime.
2. "Taxes" means payment of Social Security, Medicare or State Disability taxes; excluding federal and state withholding taxes.
3. "Deductions" means employee paid deductions, including but not limited to medical premiums and retirement deductions; excluding voluntary deductions (such as deferred compensation) and union deductions.
4. "Accrued Leave" means vacation, sick leave, compensatory time off and all other types of authorized leave with pay.
5. "Overpayment" means any compensation or accrued leave that has been overpaid or over-credited to an employee regardless of the reason, including but not limited to, administrative, clerical or system errors.
6. "Underpayment" means any compensation or accrued leave that has been underpaid or under-credited to an employee regardless of the reason, including but not limited to, administrative, clerical or system errors.

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

1. Full payment through a single payroll adjustment if total amount of reimbursement is less than 10% of employee's biweekly earnings.
2. Full payment by personal check, money order, or cashier's check. For installments made through payroll, the number of installments shall not exceed the number of pay periods over which the error occurred, unless mutually agreed upon by the employee and the Auditor-Controller.
3. An alternate method mutually agreed upon by the employee and the Auditor-Controller.

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

1. Full payment through a single payroll adjustment if total amount of reimbursement is less than 10% of employee's biweekly earnings.
2. Full payment by personal check, money order, or cashier's check.
3. Installments made through payroll, the number of installments shall not exceed the number of pay periods over which the error occurred, unless mutually agreed upon by the employee and the Auditor-Controller.
4. An alternate method mutually agreed upon by the employee and the Auditor-Controller.

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

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

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

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

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

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

J. Any disagreement concerning actions taken under this sub-section may be 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.

6. BENEFITS

6.1 Medical Insurance

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

6.2 Retiree Medical Insurance

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

6.3 Cafeteria Plan

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

Effective January 1, 2023, or the first of the month following the Term of Agreement's start date, whichever is later, the County's contribution to the cafeteria plan shall be set at eighty percent (80%) of the 2023 PEMHCA Region 1 Kaiser Permanente family rate minus the PEMHCA MEC.

Effective with the coverage effective January 1, 2024, the County's contribution toward the cafeteria plan shall be set at eighty percent (80%) of the 2024 PEMHCA Region 1 Kaiser Permanente family rate minus the PEMHCA MEC.

Effective with the coverage effective January 1, 2025, the County's contribution toward the cafeteria plan shall be set at eighty percent (80%) of the 2025 PEMHCA Region 1 Kaiser Permanente family rate minus the PEMHCA MEC.

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

Additionally, through December 16, 2022, or the start date of the increase to the County's contribution to the cafeteria plan to eighty percent (80%) of the PEMHCA Region 1 Kaiser Permanente family rate, whichever is sooner, an employee enrolled in PEMHCA for "employee plus two or more dependents" shall receive a County contribution of fifty dollars ($50.00) per month into the Cafeteria Plan, or alternatively and in lieu of the fifty dollar ($50.00) per month contribution, for an employee enrolled in PEMHCA for "employee plus two or more dependents" shall receive a County contribution of eighty dollars ($80.00) per month into the Cafeteria Plan when the employee's job classification has a maximum monthly salary as listed in the table below:

Maximum Salary of:	For $80.00 Monthly Contribution as of:
$6,682.00	On the same date of the wage increase in Appendix B paragraph 2
$6,882.00	On the same date of the wage increase in Appendix B paragraph 3
$7,020.00	On the same date of the wage increase in Appendix B paragraph 4
$7,090.00	On the same date of the wage increase in Appendix B paragraph 5
$7,161.00	On the same date of the wage increase in Appendix B paragraph 6

Said employee may use this County contribution for health insurance premium conversion, health care reimbursement account, and/or dependent care reimbursement account. In the absence of a cafeteria plan election form, the County contribution shall be used for health insurance premium conversion. The County contribution ($50/$80) shall sunset at the end of the last pay period in December 2022.

Effective the same pay period as the County's contribution of eighty percent (80%) of the PEMHCA Region 1 Kaiser Permanente family rate, an employee enrolled in PEMHCA for "employee plus two or more dependents" shall receive a County contribution of fifty dollars ($50.00) per month into the Cafeteria Plan, regardless of salary. This $50 contribution is intended to replace the $50/$80 contribution which sunsets in December 2022. The County contribution ($50) shall sunset at the end of the pay period which includes the expiration of the 2022-25 MOU.

An employee who has unused (unspent) cafeteria plan contributions shall retain those contributions as additional earnings (wages) but only to a maximum of three hundred thirty-four dollars and fifty-eight cents ($334.58) per month. Employees who waive coverage will receive no more than five hundred dollars ($500.00) per month minus the CalPERS Minimum Employer Contribution (MEC) as cash back.

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

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

6.4 Dental Insurance

Regular or limited-term employees are eligible for dental insurance coverage for the employee and eligible dependents beginning the month following appointment with the County.
The County pays one hundred percent (100%) of the monthly dental care insurance premium rate on behalf of each regular or limited-term full-time employee and their eligible dependents. The County's contribution will be a pro-rated amount of the full-time premium for regular or limited-term part-time employees in proportion to the relationship their basic workweek bears to forty (40) hours. Premium amounts in excess of the County contribution will be paid by the participating employee by payroll deduction.

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

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

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

6.5 Vision Insurance

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

The County pays one hundred percent (100%) of the monthly vision plan insurance premium rate for the standard plan on behalf of each regular or limited-term full-time employee and his/. eligible dependents. The County's contribution will be a pro-rated amount of the full-time premium for regular or limited-term part-time employees in proportion to the relationship their basic workweek bears to forty (40) hours. Premium amounts in excess of the County contribution will be paid by the participating employee by payroll deduction.

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.

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

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

6.6 Life Insurance

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

The basic life insurance policy and the accidental death and dismemberment insurance policy are each valued at one times the employee's annualized monthly wage valued up to the next thousand dollars (e.g., if annualized wage equals $21,100 then life insurance policy is valued at $22,000) to a maximum policy of fifty thousand dollars ($50,000). An employee may purchase supplemental life insurance under costs, terms and conditions specified by the insurance plan provider.

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

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

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

6.7 Deferred Compensation

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

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

deferred compensation account of any County employee who is actively enrolled in the deferred compensation program.

6.8 Short Term Disability Insurance

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**, Union Security and Union Rights, will also be applied to this provision.

The State's Employment Development Department administers two programs for employees who need time off from work. Disability Insurance for time taken due to an employee's own non-work related illness or injury, and Paid Family Leave for time taken to care for a seriously ill family member, or to bond with a new child. For the purposes of this agreement, both programs will be referenced as State Disability Insurance (SDI).

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

A. In the event of a disability which is non-industrial or where industrial causation has yet to be determined, or for time taken to care for a seriously ill family member, or to bond with a new child, employees shall make timely application for SDI benefits.

B. 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 SDI for the period of time that the employee has and utilizes leave accruals to fully integrate or for the period of time the employee is on approved FMLA or CFRA leave, whichever period is longer.

C. An employee who exhausts their 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 SDI benefits will only accrue sick or vacation leave, in accordance with Sections 9.1, Vacation, and 10, Sick Leave, respectively, in any pay period in which the employee has sufficient leave accruals to achieve 100% integration with SDI using their own leave accruals. Employees integrating Catastrophic leave hours with SDI will not accrue sick or annual leave.

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

    1. Employees must promptly inform departmental payroll clerks of their SDI benefit amount and provide documentation of receipt for which the employee is eligible. SDI integration is not retroactive beyond one pay period.

    2. Employees' pay, including leave accruals and or SDI benefits shall not exceed the employee's regular gross pay. Gross pay is made up of regular base pay, bilingual

differential, and longevity compensation as applicable. 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 SDI benefits.

6.9 Long Term Disability Insurance

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

6.10 Retirement

A. PERS Contract**.**

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

B. PEPRA Tier.

Effective January 1, 2013 the County implemented a new pension tier in accordance with and subject to the terms of the Public Employees' Pension Reform Act of 2013. The new pension tier is referred to in this MOU as the "PEPRA tier."

C. PEPRA Basic Retirement Formula.

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

D. Disputes Over PEPRA.

If an employee or the Union disputes the manner in which the County applies the PEPRA Tier to a bargaining unit member, neither the Union nor employee may submit the matter as a grievance under the Grievance Procedure set forth in **section 19** below. If any term of this MOU conflicts with the PEPRA or any amendment thereto, the PEPRA or such amendment will prevail.

E. Pre-PEPRA Tier.

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

F. Pre-PEPRA Tier 2

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

G. Employee Payment of PERS Member Contributions.

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

2. Non-PEPRA Member Contribution.
Employees subject to the Pre-PEPRA formulas described in paragraphs **6.10.E and 6.10.F** above contribute the entire applicable PERS member contribution by payroll deduction.

3. Employee Payment For Pre-PEPRA Formula Enhancement.
On November 24, 2002, the County amended its contract with PERS to provide for the above-referenced 2.7% @ 55 retirement formula. The cost of this benefit was established by PERS ($75,036,452). The Parties agreed that such cost would be the responsibility of the employees. The county agreed to allow the employees to pay for that plan enhancement by payroll deduction with the cost amortized over twenty (20) years. That payment will continue to take the form of a percentage deduction made from the paycheck of each employee in the plan, until the above established cost has been recovered. Each year (January) the County will calculate the amount due for the subsequent 26 pay periods, based on the formula presented during negotiations (see **Appendix D**). Cost sharing will end after 20 years (November 2022).

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

H. Employer Cost Sharing.
Effective June 24, 2012, the parties agree to equally share in PERS employer rate increases for employer rate costs over 14%-16% as an additional employee deduction. This provision shall sunset on January 1, 2017.

6.11 Social Security and Medicare

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

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

6.12 Tuition Reimbursement Program

A. Objective

The Tuition Reimbursement Program is designed to encourage employees to continue their self-development by enrolling in accredited classroom and online 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

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

Part-time employees are eligible after 2 years of continuous employment. Part-time employees shall not be eligible for County time off under this program; however, they shall be entitled to reimbursement up to the maximum prorated amount in proportion to the relationship their basic workweek bears to forty (40) hours.

C. Policy for Tuition Reimbursement

1. Courses must be related to the work of the employee's position, career development or occupation in such a fashion as will offer substantial benefit to the County.
2. Courses, which are directly related to the employee's work, may be taken on not more than 50% of the County's time. Employees taking approved courses which encroach 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, including travel time to class. Courses not directly related to the employee's work, such as career development, shall be on the employee's own time.
3. Courses must be taken for credit; audited courses will not be reimbursed.
4. Courses must be taken at accredited institutions.
5. Course work may be in person, online, or through correspondence.
6. 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.
7. 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.

8. 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.
9. Reimbursement shall be subject to certification by the department concerned that the course of study is directly related to the work of the employee.
10. Requests for reimbursement must be approved before the course is undertaken and such approval shall be subject to the availability of funds for tuition reimbursement within the Department of Human Resources.
11. 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 Resources within (90) days after course completion.

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, and parking. 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 two thousand dollars ($2,000). Effective July 1, 2023, the maximum reimbursement that may be received by an employee in one fiscal year shall be five thousand dollars ($5,000).
    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 their 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, the department head shall forward the application to the Director of Human Resources or the Director's designee.
2. The employee shall apply for Tuition Reimbursement through such supervisory channels as designated by the department head, on forms provided by the Director of Human Resources or the Director's designee.

3. An employee may appeal denial of the request by the department head to the Director of Human Resources or the Director's designee and the Director of Human Resources or the Director's 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. The employee shall also present evidence of payment of required textbook costs.
5. The department head may require that the employee evaluate the course in writing and, in addition, either present information attained at the course, or review course materials with department representatives and employees.

F. Continued Service Requirement

An employee must continue in a full-time, regular position in the County service for one (1) year from the date of completion of the course. Failure to continue in the County service, through resignation or discharge, will result in the forfeiture of any tuition reimbursement payments received less than one (1) year prior to separation. In such situation, the 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.

6.13 Continuing Education

A. The County acknowledges that employees in the classifications listed in Appendix G must complete continuing education, within a specified period, as listed on Appendix G. Employees in the classifications listed in Appendix G will receive the following while completing their requested Continuing Education hours. These benefits apply only when the education or training is mandatory in order to maintain a license or certificate or other required condition of County employment in the class held.

- Mileage reimbursement if they will have to drive to a location to attend a class or seminar.
- Compensatory Time Off if attendance 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.

B. The County acknowledges that employees in the class series of Auditor Appraiser, and Appraiser, may require continuing education units, as specified under the California Revenue and Taxation Code. As such, an employee holding a position in the class series of Auditor Appraiser and Appraiser, upon prior approval of their Appointing Authority or designee, shall be allowed to attend continuing education classes presented and sponsored by the State Board of Equalization (BOE), during work time. However, if the employee is attending a class in which the employee previously attended on work time and did not receive training credit or continuing education units, the employee must attend on their own time.

6.14 Limited Extra-Help Benefits

Extra-help employees shall not receive employee benefits, except as specifically provided in the following subsections.

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 the Director's 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 5.4** 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.

An Extra-Help employee who works more than nine hundred ninety-nine (999) hours in a fiscal year shall become a participant in the Public Employees Retirement System (PERS); refer to the County-SEIU Extra Help Collective bargaining agreement, **Section 13- Retirement**.

7. SAFETY AND WORKERS' COMPENSATION

7.1 Safety

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

Employees represented by SEIU shall be asked to participate in department or division health and safety committees, in accordance with California Occupational Safety and Health Act requirements.

7.2 Workers' Compensation

A. In accordance with the California Labor Code, the County provides all statutory Workers' Compensation benefits for County Employees who sustain work-related injuries or illnesses. Pursuant to Labor Code 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 their 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.

   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**.**

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 the employee 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 the employee 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.

7.3 Temporary Modified Duty Assignment

A. If an assignment exists which the Department Head, in conjunction with the Director of Human Resources or the Director's designee, deems may be filled on a temporary basis, first consideration shall be given to those industrially disabled employees within the department:

1. Whose authorized treating physician has indicated in writing that the employee is able to perform the duties of the temporary assignment; and
2. Who has the capability and qualifications to perform the temporary assignment.

B. The remuneration will be the employee's regular salary.

C. The employee's department head will determine the assignment and its duration, but the employee shall return to their normal job as soon as released by the employee's 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.

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

7.4 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 the employee has and utilizes leave accruals to fully integrate, or for the period of time the employee is on approved FMLA leave, whichever period is longer.

C. An employee who exhausts their 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 the employee has and utilizes sufficient leave accruals to achieve 100% integration with SDI using the employee's 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:

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

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.

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 the Director's 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 7.3.**

2. The employee's department head will determine the assignment and its duration, but the employee shall return to their normal job as soon as released by the employee's 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.

8. INCENTIVES AND DIFFERENTIALS

8.1 Bilingual Pay Differential

A. Eligibility

1. Any bilingual person employed in a designated public contact position, which has been assigned duties involving regular and frequent use of bilingual skills, shall be eligible to receive the additional compensation.

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

3. Any bilingual employee who has been assigned duties involving the use of bilingual skills (e.g., interpreter) may be eligible to receive the additional compensation provided in this Section.

4. The provisions of this Section shall be limited to regular, 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.

5. The provisions of this Section shall not apply to supervisory positions with the exception of working supervisors who spend at least fifty percent (50%) of their time in direct contact with the public.

6. The compensable second languages shall be limited to those required in the delivery of public services to the various target groups within the County (e.g., Spanish, Tagalog).

B. Bilingual Differential Allowance

1. Designated employees shall be eligible to receive additional compensation at the rate of $75.00 per pay period (approximately $1,950.00 per year).

3. 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.

C. Termination of Compensation

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

1. The employee terminates their employment with the County.
2. The employee is released from County employment.
3. The position is determined to no longer require bilingual skill.
4. 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.

D. Procedures for Requesting the Bilingual Differential Allowance

1. Recommendations for bilingual appointments shall be submitted by the department head to the Human Resources Department and shall include:
    a. Name and class of each employee recommended for duties requiring bilingual skills.
    b. A description of the bilingual duties to be performed by each employee in sufficient detail to indicate second language to be utilized, purpose, nature, and frequency of use.
    c. Location of assignment.
2. An employee may appeal the recommendation of the department head to the Director of Human Resources or the Director's designee who shall approve or deny the request. The Director of Human Resources or the Director's designee's decision may be appealed to the Civil Service Commission.
3. The Director of Human Resources or the Director's designee shall evaluate the recommendation and approve or deny the request.
4. A department head may appeal denial of the request by the Director of Human Resources or the Director's designee to the Civil Service Commission, which shall make a final decision to approve or deny the request.

8.2 Shift Pay Differential

A. Any employee, who works an assigned swing or graveyard shift, shall, in addition to the employee's regular salary, be paid a shift differential for each swing or graveyard shift actually worked.

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

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

8.3 Sheriff's Services Technician Trainer's Compensation

Sheriff's Services Technicians designated by the Sheriff as Trainers shall be eligible to receive additional compensation in the amount of thirty-five ($35.00) per pay period. In order to receive such additional compensation, the employee must be certified through an appropriate training course and must be engaged in the training of Sheriff's Service Technicians at least thirty percent (30%) of the pay period.

Sheriff's Services Technicians shall also receive a pin to be worn on their uniforms identifying themselves as Trainers.

8.4 Call Back and Standby Pay Differential

1. 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 the employee's straight time hourly rate. Such compensation shall be subject to the provisions of **Section 20.2, Overtime,** 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.

2. 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 the employee's supervisor can reach the employee 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.

8.5 Uniform Allowance

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

Animal Control Officer	$1440 per year
Animal Control Officer (Senior)	$1440 per year
Animal Care Outreach & Volunteer Coordinator	$390 per year
Animal Care Specialist	$390 per year
Animal Care Specialist, Lead	$390 per year
Sheriff's Services Technician	$600 per year
Laundry Coordinator	$600 per year
Sheriff's Security Officer	$1440 per year
Sheriff's Security Officer (Senior)	$1440 per year
Coroner Forensic Technician	$240 per year
Evidence Technician	$240 per year
Veterinarian Technician (Registered)	$325 per year
Medical Assistant	$120 per year
Medical Assistant (Lead)	$120 per year
Dental Assistant (Registered)	$120 per year
Dental Assistant (Reg. Lead)	$120 per year

Nursing classification, set forth above, shall also receive a payment of $210 upon initial hire to purchase four (4) lab coats.

2. The uniform allowance amounts specified above for employees classified as Animal Control Officer, Animal Control Officer (Senior), Animal Care Specialist, Animal Care Specialist, Lead, and Veterinarian Technician (Registered) shall also cover the cost of purchasing footwear (boots or 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. New employees shall receive payment of the uniform allowance in biweekly payments. For all other employees, effective July 2023, the uniform allowance shall be paid biweekly.

4. Uniforms and Protective Attire Provided

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

Protective Attire

a. The County will provide a boot reimbursement in the amount of two hundred and fifty dollars ($250.00) annually for the purchase of safety boots for the following classification series:
    i. Agriculture Biologist/Weights and Measures Inspectors
    ii. Building Inspector
    iii. Civil Engineer
    iv. Code Compliance Officer
    v. Courier
    vi. Environmental Health Specialist
    vii. Engineering Technician
    viii. Geologist
    ix. Hazardous Materials Specialist
    x. Inventory Coordinator
    xi. Inventory Clerk
    xii. Laundry Coordinator

Classifications assigned to the Administrative Support Bureau in Health and Social Services that are designated by the Department to wear safety boots shall also be eligible for this boot reimbursement.

The County will provide a boot reimbursement in the amount of one hundred seventy-five dollars ($175.00) per year for the purchase of slip resistant shoes for the Food Services Coordinator classification.

A. Safety boots shall meet legally mandated safety requirements or departmental standards. Employees who receive the boot reimbursement shall wear the boots at all times while on duty.

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.

C. The County agrees to provided one light and one heavy weight safety jacket to employees in the classes of Courier and Inventory Clerk regularly assigned to the County Surplus Warehouse. Color and quality to be selected by management following consultation with the employees. The jackets will be replaced on an as needed basis as determined by management. It is expected that the employees will wear the jackets during periods of cool or inclement weather.

5. 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. The County will provide suitable identification to be affixed to the uniforms by the employee.
    c. Administrative regulations dealing with the initial purchase and administration of the program will be determined by the Transportation or General Services Departments or other department as appropriate.

8.6 Training Assignments

1. A Public Safety Dispatcher [journey] who is instructed to provide training to other dispatchers and either:

   a. meets the minimum qualifications shall be reclassified to Public Safety Dispatcher (Senior) if there are any vacant allocations,

   -or-

   b. be provided five percent (5%) Assignment Pay as provided in the Procedures for Requesting Assignment Pay (dated December 19, 1995) as may be amended at the exclusive right of the County until the earlier of (a) above, (b) twelve (12) pay periods, or (c) the end of the training assignment.

8.7 California Department of Food and Agriculture Exam

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

A. At the time of the exam and at the time of requesting payment, employees must hold the classification of Agricultural Biologist Weights & Measures Inspector Trainee, Agricultural Biologist Weights & Measures Inspector, Agricultural Biologist Weights & Measures Inspector (Senior) of at least (50) percent of an allocated position (.5 FTE); and,

B. The employee must successfully pass the exam (written and/or oral) required to obtain each certificate or license.

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

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

Note: There are presently 4 exams which require an exam be passed as well as an oral board component which must also be passed. In those instances where an employee is taking an exam which requires an oral board component, in order to be reimbursed, the employee must pass both the written and oral board component.

8.8 Emergency Medical Dispatch Certification

Employees in the classification of Public Safety Dispatchers (Entry, Journey, Senior and Technician) who possess an Emergency Medical Dispatch (EMD) Certificate who are regularly assigned duties consistent with the use of such certification will receive a 3.5% pay differential for possession of such certificate.

For the EMD Certificate incentive pay to continue, the employee must continuously maintain a valid certification.

8.9 Sheriff's Office Records and Warrants Unit

Employees working in the Legal Procedures Clerk (Entry, Journey and Senior) classifications that are allocated to work in the Sheriff's Office Records and Warrants Unit will receive a two and one-half percent (2.5%) pay differential.

9. VACATION

A. Accrual

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

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

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

2. Every employee in a part-time regular or limited-term position shall receive vacation benefits and maximum earnable vacation accrual in the same ratio to the vacation benefits received by an employee in a full-time regular or limited-term position with like pay periods of consecutive service, as the number of hours in the part-time work schedule is to the number of hours in the full-time work schedule. The number of hours of entitlement for Vacation days earned while employed as a full-time employee shall not be reduced by virtue of an employee's status being changed to part-time after such entitlement were earned as a full-time employee.

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

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

5. Employees who are terminating their employment for reasons other than paid County retirement shall not use annual/vacation leave or comp time as their termination date (e.g., requesting annual leave or comp time to begin 3-7 and the actual termination date to be 3-13, etc.).

6. Employees do not become eligible to take their earned vacation until they have completed thirteen (13) pay periods of continuous service. After completion of thirteen (13) pay periods of continuous service, employees then become eligible to take vacation as it is earned.

7. Each department head shall be responsible for scheduling the vacations of ~~his/her~~ employees in such a manner as to achieve the most efficient functioning of the department and of the County service. Each department head may establish procedures for scheduling vacations. Within the vacation scheduling procedures of each department, County-wide seniority will be used to break any tie between or among employees. No employee shall be permitted to work for compensation for the County in any capacity during the time of the employee's paid vacation from County service.

8. Any employee separating from County service who has not taken their earned vacation, if any, shall receive the hourly equivalent of their 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.

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

10. Upon the presentation of medical verification acceptable to the department head that an 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.

B. Notice to Department Heads

If the department head does not provide a specific time for the use of vacation leave, an employee may, with fourteen (14) calendar written days' notice, as a matter of right, when the accumulated vacation to the employee's credit reaches the maximum earnable vacation accrual, give written notice to department head and take up to eighty (80) hours.

10. SICK LEAVE

A. 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.

B. 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 the employee is absent without authorization or in which the employee 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.

C. Every employee holding a regular or limited-term part-time position shall accrue sick leave with pay in proportion to the relationship the employee's basic workweek bears to forty (40) hours. No such employee shall earn sick leave credit during a pay period in which the employee 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.

D. 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 the employee's immediate family.

E. 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.

F. 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 the employee's credit at the time of termination of employment, except for reasons of regular or disability retirement, death, release from County employment as a result of a permanent reduction in the number of authorized regular help positions, or taking office as an elected County official. Employees terminating employment because of regular or disability retirement, death, release from County employment as a result of a permanent reduction in the number of authorized regular help positions, or to take office as an elected County official, shall be paid for their accumulated unused sick leave in the following manner:

   - Convert all to the retirement health savings account

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

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

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

H. 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.

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

11. CATASTROPHIC LEAVE BANK

A. 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 the employee's 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.

B. Eligibility

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

1. be a regular full time, part time or limited term employee who has passed their initial County probationary period;

2. 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);

3. be unable to return to work for at least 30 days;

4. have applied and received approval for a Leave of Absence Without Pay (i.e., discretionary leave).

C. Operation

1. The County 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.

2. 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.

3. 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.

4. 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 an additional five hundred and twenty (520) hours. The hour limits will be prorated for part time employees based on their full time equivalency.

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

6. 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.

7. Employees will not accrue sick or annual/vacation leave while using catastrophic leave hours.

8. 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 the employee elects to donate the hours to the bank.

9. 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.

10. No employee may donate more than eighty (80) hours per calendar year; an employee cannot donate leave balances which would reduce the employee's vacation balance to less than 25 hours. The hour limits will be pro-rated for part time employees based on their full time equivalency.

11. 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.

12. Each year in July, the committee will provide the Union and the Director of Human Resources with an accounting of the total hours used annually and the balance of hours left in the bank.

13. The Union shall have the right to use the County's email once each February, May, August and October of each year to conduct a donation drive and the Union shall have the right to provide the County with an email each month to be sent to all SEIU members.

14. The County will add one (1) hour for every twenty-five (25) hours of total donations.

12. BEREAVEMENT LEAVE

A. 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;
   - a person acting in loco parentis for the employee;
   - natural, step, current foster, adopted children* and grandchildren of the employee;
   - natural, step, adopted siblings of the employee;
   - present spouse/domestic partner of the employee;
   - a person assuming the role of the employee's spouse;
   - ex-spouse/domestic partner 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/domestic partner;
   - grandchildren of the employee's spouse/domestic partner;
   - natural and adopted siblings of the employee's spouse/domestic partner;
   - present spouses/domestic partners of the employee's natural and adopted siblings;
   - present spouses/domestic partners of the employee's children.

B. For 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). Regular, probationary, or limited-term part-time employees shall be eligible for bereavement leave in proportion to their relationship their basic workweek bears to forty (40) hours. Employees desiring more leave may request vacation or other appropriate leave to be granted at the sole discretion of the department head.

   *As used in this section, the definition of "children" shall include a child in utero.

13. OTHER LEAVES

13.1 Maternity Leave

Sick leave may be used during pregnancy when the employee's physician has certified that, due to the employee's pregnancy, they are no longer able to perform the duties of their 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 or 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.

13.2 Family and Medical Leave

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

13.3 Jury duty

A. Any regular or probationary employee ordered to appear as a witness in court other than as a litigant, to serve on a jury or to respond to an official order from another governmental jurisdiction for reasons not brought about through the connivance or misconduct of the employee shall be entitled to their 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.

B. Employees assigned to day shift, and who are released from jury duty, must return to work if there is at least one (1) hour of work time remaining in the work shift, exclusive of travel time.

C. An employee assigned to swing shift shall not be required to be on jury duty and at work a combined total of more than twelve (12) hours. An employee assigned to graveyard shift who is summoned to jury duty will have the prior graveyard 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.

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

13.4 Time Off for Blood Donation

The County agrees that employee will be allowed to take up to two (2) hours every three (3) months away from work with pay to give blood. This shall not be cumulative and advance approval from the applicable department authority shall be required.

Employees will be allowed to take two (2) hours of their work shift off without loss of pay and allowances for the purpose of donating blood. Blood donation will normally occur at the end of shift but may occur at a different time with the supervisor’s approval. The employee will be required to provide proof that the employee 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, including the time of the donation, shall be obtained from the appropriate department supervisor.

13.5 Time Off for Promotional Examination

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.

13.6 Military Leave of Absence

A. Military Leave

All employees shall be entitled to military leave of absence and compensation as provided in California Military and Veterans Code Section 395-395.02 to the greater of either said law/code or one hundred ninety (190) hours of paid Temporary or Action Duty Military Leave (excludes Inactive Duty such as weekend drills) per fiscal year for each hour in which the employee was otherwise scheduled to work.

Employees on Active Duty exceeding one hundred ninety (190) hours may receive "Supplemental Military Pay" up to the "Maximum Duration of Time," as defined in this Section side letter agreement. Supplemental Military Pay for time past one hundred ninety (190) hours can be used for only one deployment during the term of this MOU.

The eligible employee must elect to receive Supplemental Military Pay by no later than the seventh (7th) calendar day of the employee's military leave, otherwise the employee shall not be eligible for Supplemental Military Pay during that particular deployment.

B. Eligibility

To be eligible for this benefit, the employee must have been employed by Solano County for a period not less than one year immediately prior to the date upon which the employee's military leave of absence begins. In determining the one-year of public agency service, all recognized military service is considered as public agency service.

An employee on Active Duty on the effective date of this Agreement, and who exhausted paid military leave pay in accordance with Military and Veterans Code Section 395-395.02 during that same fiscal year is eligible under this Agreement, even though the effective date this Agreement occurs *after* the employee's Active Duty military service began. Timelines in this Agreement related to electing to receive supplemental military pay, submission of military pay documentation, and any other dues dates are based on the effective date of this Agreement for those employees who are on Active Duty on the effective date of this agreement.

C. Compensation

1. Any eligible employee who is on military leave of absence, shall be entitled to compensation as provided in California Military and Veterans Code Section 395-395.02 to the greater of said law/code or one hundred ninety (190) hours of paid Temporary or Active Duty Military Leave (excludes Inactive Duty such as weekend drills) per fiscal year for each hour in which the employee was otherwise scheduled to work.

2. Following exhaustion during the fiscal year of the greater of Military and Veterans Code Section 395-395.02 compensation or one hundred ninety (190) hours of paid Temporary or Active Duty Military Leave, the eligible employee may receive "Supplemental Military Pay."

    a. **"Supplemental Military Pay"** is defined as the difference in the employee's (Higher Paid) base County salary and the employee's (Lower Paid) base military salary. The

employee's base County salary shall be identified by referring to the County's "Listing of Classes and Salaries" in effect on the first day of active military leave, and no incentive pays such as POST Pay, bilingual differential, or similar factors shall be considered. This calculation is made as of the first day of the employee's active military leave for that particular deployment and shall not be adjusted during the deployment, even if a general wage increase occurs during the deployment. The employee must furnish to their department a copy of their military pay (e.g. through a military pay stub which documents the base pay rate) within thirty (30) calendar days of the employee's deployment.

Supplemental Military Pay is earnings and subject to payroll taxes (e.g., Medicare, Social Security, income taxes), recognized employee association/union dues, deferred compensation contributions, garnishments, and all other deductions in effect on the calendar day immediately prior to the start of Supplemental Military Pay with the exception of CalPERS retirement (see Benefits).

3. At the beginning of the next fiscal year, the eligible employee will again receive the greater of California Military and Veterans Code Section 395.395.02 or one hundred ninety (190) hours of paid Temporary or Active Duty Military Leave.

4. The **"Maximum Duration of Time"** for Supplemental Military Leave is defined as eighteen (18) months (see subsection (C)(4)(a) below) less those periods of the greater of California Military and Veterans Code Section 395-395.02 or one hundred ninety (190) hours of paid Temporary or Active Duty Military Leave. (See subsection (C)(4)(b) and (c) below.)

    a. As an example, if an employee's military orders state that the employee will be deployed for eleven (11) months, then the Maximum Duration of Time is eleven (11) months. Or, as an example, an employee's military orders state that the employee will be deployed for twenty (20) months, then the Maximum Duration of Time is eighteen (18) months.

    b. Example A: Employee begin Active Duty military leave on July 1, 2020 and received the greater of M&VC Sections 395-395.02/190 hours, begins Supplemental Military Pay on approximately August 1, 2020 for approximately eleven (11) months, received M&VC Section 395-395.02/190 hours again on July 1, 2021, continues Supplemental Military Pay on August 1, 2021 and the Supplemental Military Pay stops on approximately January 31, 2022 as the total of M&VC Sections 395-395.02/190 hours+ Supplemental Military Pay + M&VC Sections 395-395.02/190 hours + Supplemental Military Pay equals eighteen (18) months.

    c. Example B: Employee begins Active Duty military leave on April 1, 2020 and receives the greater of M&VC Sections 395-395.02/190 hours, begins Supplemental Military Pay on approximately May 1, 2020 for approximately two (2) months, receives Active Duty military leave on July 1, 2020 and receives the greater of M&VC Sections 395-395.02/190 hours, begins Supplemental Military Pay on approximately August 1, 2020 for approximately eleven (11) months, receives M&VC 395-395.02/190 hours again on July 1, 2021, continues Supplemental Military Pay on approximately August 1, 2021 and the Supplemental Military Pay stops on approximately November 30, 2021 as the total of M&VC Sections 395-395.02/190 hours +

Supplemental Military Pay + M&VC Sections 395-395.02/190 hours + Supplemental Military Pay + M&VC Sections 395-395.02/190 hours + Supplemental Military Pay equals eighteen (18) months.

The eighteen (18) month period continues to run during times when an employee is not receiving Supplemental Military Pay but is instead receiving the greater of California Military and Veterans Code Section 395-395.02 or one hundred and ninety (190) hours of paid Temporary or Active Duty Military Leave.

5. An employee not receiving pay under the greater of Military and Veterans Code Section 395-395.02 or one hundred ninety (190) hours of paid Temporary or Active Duty Military Pay, or the Supplemental Military Pay may use their eligible accrued leaves (e.g., vacation, compensatory time off, administrative leave, attorney time off) (sick leave is not an eligible leave).

D. Benefits

1. During periods of pay during the greater of Military and Veterans Code Section 395-395.02 or one hundred ninety (190) hours of paid Temporary or Active Duty Military Leave, the employee's benefits which were active on the prior calendar day shall continue (with the County and employee continuing to pay their own respective share of said continued benefits).

2. During periods of Supplemental Military Pay the following apply:

    a. Health insurance coverage will continue, with both the County and the employee contributing their own respective shares.

    b. During periods of Supplemental Military Pay Employees are not eligible to receive cafeteria plan "waive money" or "cash back." The employee may elect to continue other benefits with are subject to COBRA provisions by enrolling in said benefits during the COBRA election/enrollment period.

    c. During periods of pay of Supplemental Military Pay, the employee shall not receive County paid holidays, and shall not receive accrued time off (such as vacation, sick leave, administrative leave, attorney time off, nor any accruals).

    d. Unless otherwise directed by CalPERS law or regulation, during periods of Supplemental Military Pay, the employee does not receive CalPERS service credit and neither the County nor the employee pay into the CalPERS retirement system.

E. Other

1. A probationary employee or a promotional probationary employee on military leave shall be required to complete the balance of their probationary period upon the employee's return to work.

2. An eligible employee who is receiving pay under this program shall continue to receive service credit for the purposes of determining duration of County service. An eligible

employee who is receiving pay not under this program but rather through the use of the employee's accrued leaves shall receive service credit for the purposes of determining duration of County service. An employee who is not receiving pay does not receive service credit for the purpose of determining duration of County service.

3. An employee who resigns in order to enter military service shall have the right to return to County employment after the termination of the employee's 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 the employee's class and department next available after filing with the Director of Human Resources or the Director's designee a written request to return to County employment and shall be reemployed no later than ninety (90) days from the receipt of said request.

    b. Upon reemployment the employee shall be entitled to such civil service status as the employee would have if the employee had not resigned (e.g., any seniority for purposes of layoff would continue to accrue during the employee's absence and the employee would not need to serve a new probationary period in the employee's former department and class if the employee had attained regular status prior to leaving County service). The employee's salary upon reentering County service in their former classification shall be at the same step the employee occupied at the time of separation. Subsequent merit increase eligibility dates shall follow the normal time progression between steps (as provided in **Section5.4**, Merit Increases Within Grade of this MOU).

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

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

        i. Is not qualified to perform the duties of the position (i.e., fails to pass a physical examination);
        ii. Is released from active duty for reasons other than honorable;
        iii. Fails to make written application for reemployment with the County within six (6) months of the employee's release; or
        iv. Refuses upon request to provide true copies of any documents which the employee may be asked to provide in order to substantiate the period and kind of the employee's military service, the circumstances of the employee's release from such service and other information which is deemed necessary by the County in order to evaluate the employee's application for reemployment.

13.7 Leave of Absence without Pay

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

B. Any regular or probationary employee may be granted a leave of absence without pay in excess of thirty (30) calendar days upon the employee's written request and the recommendation of their department head to the Director of Human Resources or the Director's designee and only upon the exhaustion of all other appropriate leave balances. Requests for leave of absence without pay shall be made upon forms prescribed by the Director of Human Resources or the Director's 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 the employee's department head. The department head shall indicate on the request form their 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 the Director's designee.

C. A leave of absence without pay either approved by the department head or approved by the department head and the Director of Human Resources or the Director's designee, shall be transmitted by the Director of Human Resources or the Director's designee to the Auditor-Controller for appropriate action.

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

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

F. Immediately prior to or at the time of return from leave of absence to active duty the employee may be required by their department head to submit a statement from their physician certifying as to the employee's physical and/or mental ability to resume the duties of their position. Employees in classifications that do not require pre-placement physical may only be required to submit a statement from a physician certifying as to the employee's physical or mental ability to resume duties of their position when they return from a medical related leave of absence.

   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.

G. 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.

H. Failure to return at the expiration of a leave of absence or being absent without leave shall be considered as an automatic resignation. The appointing authority proposing that the separation be taken shall provide the employee with written notice of the proposed absent without leave separation which must include:

   1. A description of the proposed reasons for the separation.

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

3. The effective date of the proposed separation which must be at least five (5) calendar days after the notice is received by the employee;

4. A statement advising the employee that the employee shall be given the opportunity to timely respond to the proposed separation in order to request that the resignation may be rescinded by the department.

5. A statement that the employee may respond in writing or in person, that if the employee elects to respond in writing any response must be received by close of business within five (5) calendar days after the notice is received by the employee, and that if the employee elects to respond in person the employee must request a meeting with the department head or the department head's designee to be held within five (5) calendar days' notice after the notice is received by the employee. The failure of the employee to respond will constitute a waiver of the right to respond.

   If the employee elects to respond in person, a meeting shall be scheduled with the department head or the department head's designee. The employee shall be given the opportunity to respond to the proposed separation. The employee shall be entitled to be represented by the person of their choosing at the meeting.

6. The department head or the department's designee may rescind the automatic resignation if the employee provides satisfactory reasons for their absence or for their failure to return to work at the expiration of a leave of absence, including the employee's reasons for his/her/their failure to obtain an approved leave.

7. Appeal of Absence Without Leave Separation

   Absence without leave separations may be appealed pursuant to the same process set forth in Section 18.4 (Disciplinary Action Appeal Process – Not to the Civil Service Commission).

8. In an arbitration proceeding considering such an appeal pursuant to Section 18.4, the employee's separation shall be considered as voluntary resignation, unless coerced, and not as a disciplinary discharge and the arbitrator may only rescind the voluntary resignation if the employee provides satisfactory reasons for their absence or for their failure to return to work at the expiration of a leave of absence including the employee's reasons for his/her/their failure to obtain an approved leave.

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

   a. Illness or disability

b. Pregnancy or Birth or Adoption of a Child
c. To take a course of study which will increase the employee's usefulness on return to their position.
d. For other reasons acceptable to the department head and/or Director of Human Resources or the Director's designee.

J. 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 ten (10) 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 mediation in order to provide the employee with a timely disposition of their appeal.

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

14. HOLIDAYS

A. Eligibility

1. Only regular, 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 workday before and after a holiday to be eligible for that holiday.

3. An employee who is terminating their employment for reasons other than paid County retirement may not use annual leave, sick leave or comp time on the day after a holiday if the employee's last actual working day falls before the holiday. A holiday or floating holiday shall not be used as the date of termination (e.g., January 1) in order to be paid for that day.

4. A part-time employee shall receive those paid holidays on the same basis as the employee's basic workweek 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 the employee's regular workweek shall be entitled to holiday compensatory time off (CTO) for the time actually worked. A full-time employee whose regularly scheduled day off falls on a full paid holiday shall be entitled to eight (8) hours of holiday compensatory time off. A full-time employee whose regularly scheduled day off falls on a partial paid holiday shall be entitled to four (4) hours of holiday compensatory time off. 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 20.2(C)(6)** 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. The half day (1/2) holidays (Christmas Eve Day and New Years' Eve Day) shall generally be scheduled on the workday prior to the day the holiday (Christmas Day and New Years' Day) falls on.

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 - Indigenous Peoples' 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. Effective January 1, 2020 the fixed paid holidays in 14.C.1 shall be amended by adding:

   December 24th Christmas Eve Day half day (1/2) day (4 hours) at the end of shift

   December 31st New Year's Eve Day half day (1/2) day (4 hours) at the end of shift

   In accordance with County code Section 2-01, the County's normal business hours are 8:00 a.m. to 5:00 p.m. As the normal workday is eight (8) hours and a normal meal period is one (1) hour, the County's anticipated meal period is from 12:00 to 1:00 which is unpaid. On these dates, employees who are scheduled to work, shall receive and shall use 4 hours of holiday pay, and shall work the balance of their regularly scheduled work shift.

3. Other Paid Holidays Include:
   a. Effective January 11, 2020, floating holidays shall be increased from one (1) to two (2) paid floating holidays in each calendar year. The timing of an employee's use of the floating holiday shall be subject to advance approval of the Department Head or the department head's designee.
   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.

4. The County will recognize Juneteenth as an unpaid holiday but will not close County services. Employees may use their accrued holiday leave or a floating holiday.

15. PROBATIONARY PERIOD

15.1 Probationary Period

A. 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 (13th) full pay period with the exception of Dispatchers and Sheriff's Security Officers who shall serve a probationary period as defined above of twenty-six (26) full pay periods.

B. 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.

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

D. 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.

E. The initial or promotional probationary period may exceed thirteen (13) full pay periods of active duty when the extension is by mutual agreement between the probationer, appointing authority and the Director of Human Resources. The probationary period shall not exceed twenty-six (26) full pay periods. The Union shall be provided a copy of any extension by mutual agreement to a probationary period that is allowed by this provision.

F. For Dispatchers and Sheriff Security Officers, the initial or promotional probationary period may exceed twenty-six (26) full pay periods of active duty when the extension is by mutual agreement between the probationer, appointing authority and the Director of Human Resources. The probationary period shall not exceed thirty-nine (39) full pay periods.

G. 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.

H. 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.

I. Not later than two (2) pay periods prior to the end of an employee's probationary period, the department head or their designee should provide a probationary period performance evaluation.

J. 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.

K. Rejection of Probation

1. 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.

2. An employee who has completed the probationary period following initial appointment, but fails to complete the probationary period for a position to which the employee has been promoted, demoted, or transferred shall have the right of appeal in accordance with Section 18 of this Memorandum of Understanding.

15.2 Rejection of Employee during the Probationary Period, Retreat to Vacant Position

A. An employee rejected during the probation period from a position to which the employee had been promoted or transferred may be restored to the employee's former position. Such restoration is not mandatory but is optional at the discretion of the department head, within the limits of available authorized positions.

B. Any employee who (1) has completed an initial County probationary period and obtained regular status; (2) is promoted from one class to another, both of which are in the same department and Representation Unit subject to these provisions; and (3) fails the promotional probation period, shall be restored to the classification held immediately prior to promotion, if a position in that class is vacant. Such restoration includes restoration of the employee's former salary, merit increase eligibility date, and all other benefits to which the employee would have been entitled if the promotion had not occurred.

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

16. LAYOFF

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).

16.1 Twenty-Four (24) Months Continuous Service

1. 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 the Director's designee, will have continuous service credited to the employee for actual time worked prior to layoff for purposes of vacation and longevity pay eligibility.

-OR-

2. An employee who has completed their probationary period is laid off, and subsequently reemployed in a full-time position, within twenty four (24) months, by approval of the Director of Human Resources or the Director's designee, will have continuous service credited to the employee for actual time worked prior to layoff for purposes of vacation and longevity pay eligibility.

17. FURLOUGHS

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.

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) workdays per fiscal year (July 1 to June 30).

17.1 Closure of County Facilities to Achieve Cost Reductions

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.

17.2 Employees' Pay Reductions/Accrual of Deferred Hours

A. This provision applies to all employees except those employees who are exempt from deferred hours as specified in **Section 17.3**.

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

C. On days County facilities/operations are closed in accordance with this provision, employees will utilize deferred hours to maintain their level of pay. If employees do not have sufficient deferred hours, they will be allowed to use vacation, CTO, or other appropriate leave accruals to maintain their level of pay. If no accruals are available for use, employees will use leave without pay to cover all or a portion of the furlough day.

17.3 Employees Exempt from Pay Reductions/Deferred Hours

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 17** above, shall be subject to a reduction in pay of 4.62% to total an amount to equal to the value of the number of furlough day imposed by the Board of Supervisors.

17.4 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.

17.5 Furlough Day on Scheduled Day Off

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

17.6 Impact of Furlough on Benefits

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

17.7 Impact of Furlough on Holidays

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

17.8 Treatment of Deferred Hours at the End of the Fiscal Year

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

17.9 Terminating Employees

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

17.10 Effects of Furlough/Attachment E

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

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.

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.

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

18. DISCIPLINARY ACTION

18.1 Discipline Defined

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:

18.2 Disciplinary Action Procedures

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

1. A description of the proposed action to be taken and the effective date or dates of the proposed action (at least ten (10) calendar days after the notice is received by the employee).
2. A clear and concise statement of the reasons for the proposed action.
3. A statement that a copy of the materials upon which the action is based are attached or available for inspection by the employee or by the employee's representative.
4. A statement advising the employee of the right to respond to the charges either verbally or in writing to the appointing authority proposing the action prior to its effective date, including the time within which such response must be made (at least 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.

B. If the employee elects to respond in person, a meeting shall be scheduled with the department head or their 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 their 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 the employee's right to appeal to the County Civil Service Commission and the time within which the appeal must be made.

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

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 19** 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 the Director's 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 19** of this Memorandum of Understanding.

Should an employee elect to appeal a disciplinary matter either through arbitration or the Civil Service Commission, they shall be barred from electing the other appeal option for a period of five (5) years for any subsequent disciplinary action.

18.4 Non-Disciplinary Medical Termination

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

19. GRIEVANCES

19.1 Grievance 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

19.2 Grievance 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.

19.3 Grievance Steps

Grievances shall be processed in the following manner:

Step 1. Informal Discussion

A. Any employee who believes that they have a grievance shall discuss their complaint with the employee's 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 the department head's designee. If the management official fails to respond, the employee has ten (10) calendar days from the date the management official's response was due to file the grievance in writing with the department head or the department head's designee.

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

   The department head or designated representative will meet with the grievant and the grievant's 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 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. Notwithstanding this procedure, all complaints involving or

concerning the payment of compensation shall be in writing to the Director of Human Resources or the Director's designee with a copy to the department head. A grievance shall be initiated in writing on the Solano County Grievance Form.

C. Step 3: Director of Human Resources

Any official of the Union may notify the Director of Human Resources or the Director's 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 the Director's 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.

D. Step 4. Mediation

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 mediation.

The mediation will be convened within ninety (90) working days of receipt of the timely request for mediation.

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

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.

E. 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 the Director's 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 and following a toss of coin to determine which party shall strike first, 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 completion of mediation.

19.4 Grievance Timelines

A. Failure of the grievant to adhere to the timeliness contained in this article shall be considered an abandonment of their grievance. Failure of the County to adhere to the timelines

contained in this article shall allow the grievant to pursue their grievance to the next higher step.

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

19.5 Scope of Grievance Decisions

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

B. 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 19.1**, Grievance Definition.

C. 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. No arbitrator shall have the power to amend or modify this Memorandum of Understanding or written agreements or addenda supplementary hereto or to establish any new terms or conditions of employment.

D. If the Director of Human Resources or the Director's designee in pursuance of the procedures outlined in **Section 19.3(C)**, 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 pursuant to **Section 19.3(E)** and the arbitrator finds that the County had the right to take the action complained of, the arbitrator may not substitute their judgment for the judgment of management and if the arbitrator finds that the County had such right, they may not order reinstatement and may not assess any penalty upon the County.

19.6 Compensation Complaints

A. 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.

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

19.7 County Code and Civil Service Commission

A. The provisions of this Section shall not abridge any rights to which an employee may be entitled under the County Code, nor shall it be administered in a manner, which would abrogate any power, which, under the County Code, may be within the sole province and discretion of the Civil Service Commission.

B. All grievances of employees in representation units represented by the 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 C, D, or E of Section 19.3** Grievance Steps. above shall be taken unless it is determined that the employee is not availing their self of such option.

C. No action under **paragraph C, D, or E of Section 19.3**, Grievance Steps. 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.

D. If any award by an 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.

E. Scope of Disciplinary Action Appeal Arbitration Decisions

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

2. No arbitrator shall hear, decide or make recommendations on any dispute unless it involves a position in a unit represented by the Union certified as the recognized employee organization for such unit and unless such dispute falls within the definition of a grievance as set forth in this Memorandum of Understanding.

3. Proposals to add to or change this Memorandum of Understanding or written agreements or addenda shall not be subject to arbitration. No proposal to modify, amend or terminate this Memorandum of Understanding nor any matter or subject arising out of or in connection with such proposal may be referred to an arbitrator. No arbitrator shall have the power to amend or modify this Memorandum of Understanding or written agreements or addenda or to establish any new terms or conditions of employment.

20. HOURS OF WORK AND OVERTIME

20.1 Hours of Work

A. Work Day

Except as may be otherwise provided by order of the Board of Supervisors, eight (8) to ten (10) hours of work shall constitute a day's work for all regular, probationary full-time employees. Unless otherwise determined by the department, each workday shall include a lunch period of not less than thirty (30) minutes to be taken approximately mid-point during the workday. 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. Workweek

1. Except as may be otherwise provided, the official workweek shall be forty (40) hours of work in any seven (7) consecutive calendar days. The workweek schedule shall normally consist of five (5) workdays of eight (8) hours work each. However, department heads may establish workweek schedules, which differ from the normal schedule, upon recommendation of the 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 their department so that each employee therein shall work not more than forty (40) hours in any workweek; except, that a department head may require any employee of their department to temporarily perform service in excess of forty (40) hours when public necessity or convenience so requires. See **Section 20.2** of this MOU for provisions concerning overtime work.

2. Alternative Workweek/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 workweeks shall be instituted as a result of an agreement between the Union and a department head, specifying the terms and conditions of the workweek schedule. Each employee on the alternative workweek schedule should sign and receive a copy of the agreement. Establishment of any new workweek/work hours shall require completion of any required meet and confer process and the recommendation of the department head and the 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 the Director's designee.

3. Holiday Adjusted Time
   A Department Head, with the concurrence of the County Administrator, may establish a "Holiday Adjusted Time" program. If a fixed County Holiday falls on an employee's regularly scheduled work day the employee is granted eight (8) hours of paid holiday time or pro-rated if the employee is less than full-time. Holiday Adjusted Time may be granted, subject to the needs of the Department, to cover the balance of the employee's normal hours that exceed the eight (8) hours of holiday pay. For example, an employee on a 4/10 work schedule may be permitted to work an additional two hours in the same work week as a fixed County Holiday. Holiday Adjusted Time may not be worked outside of department's business hours unless authorized by the Department Head. An employee may combine an hour of Holiday Adjusted Time and available leave accrual to supplement the eight (8) hours of holiday pay. However, an employee may not take leave without pay if the employee has available leave accruals.

   As of July 9, 2019, the Department of Child Support Services and the Health and Social Services Department each has an Adjusted Time Off program, for which the County and SEIU

have completed the meet and confer process. This Holiday Adjusted Time Off provision does not supersede the Department of Child Support Services or the Health and Social Services Department's implemented Adjusted Time Off program for provisions different than, or other to, fixed County holidays.

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 workday. 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 workday. Authorized rest period time taken shall be counted as time worked.

20.2 Overtime

A. Overtime Work Defined

1. Overtime work shall be defined as all work specifically authorized by the department head that is performed in excess of forty (40) hours per week. 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.
2. Regular and probationary employees shall be compensated at one and one-half time their normal hourly rate of pay for the actual time required to be in attendance for County work related court appearances during off-duty hours with a minimum of three (3) hours for all court periods spent which are less than three (3) hours.
3. 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.

B. Application of Overtime

1. If, in the judgment of a department head, work beyond the official forty (40) hour workweek is required, the department head may order such overtime work. This overtime work will be compensated for as provided in this Section.

2. Time worked as overtime shall not be counted as service time for purposes of employee benefits eligibility or accrual or probation or merit increase periods. Compensatory time off (CTO) taken by an employee may be used as part of the established workweek to earn employee benefits and to serve out probation and merit increase periods.

3. No department head may employ a person from outside the department as a substitute for an employee who is on compensatory time off. No department head shall assign an employee within the department as a substitute for another employee who is on compensatory time off, where such employee assigned 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.

4. No regular, probationary, or limited-term employee may be employed in one or more positions, full or part-time, more than a total of forty (40) hours per week, excepting

authorized overtime, unless authorized by the Board of Supervisors. Nothing in this Section is to preclude an employee from temporarily serving in another capacity in the event of an emergency provided the employee has the approval of their department head.

5. 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.

C. Overtime Payment

1. Employees covered under FLSA (designated as 09) shall be paid for all work in excess of forty (40) hours in a workweek at one and one-half times the regular rate of pay, however, employees may be granted CTO at the rate of one and one-half hours off for each hour worked in lieu of overtime payment with the concurrence of the appropriate departmental authority; 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. For part-time employees this forty (40) hour limit will be prorated based on the relationship the employee's basic work week bears to forty (40) hours.

2. 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.

3. 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.

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

5. 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 the employee's balance at the employee's applicable straight time rate in effect on the last full pay period in the outgoing fiscal year.

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

7. When an employee in a regular part-time position is required to work in excess of their 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.

21. 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.

22. OTHER PROVISIONS

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

Nothing contained in this agreement shall prevent, relieve or otherwise excuse any County employee from the performance of any duty imposed upon the employee 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 their office or employment. County officers and heads of departments are empowered to stagger, rearrange and adjust the hours of employment of employees in such a manner as to enable them to keep their offices open at all times required.

22.2 Mileage Reimbursement

A. Amount of Reimbursement

Employees who are authorized and use personal automobiles, vans, or trucks on official County business shall be eligible for reimbursement for such use based upon a flat rate per mile of County business 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 their 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 their normal place of residence to the site of a meeting or another official purpose that is not at their 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.

22.3 Conflict of Interest

A. County employees shall not engage in any activity, which constitutes a conflict of interest due to the nature, conditions, or some other aspect of the activity. Any officer or employee wishing to engage in any occupation or outside activity for compensation shall inform their 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 their 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.

22.4 Personnel Files

A. The official personnel file for each County employee shall be maintained by the Human Resources Department. An employee, or their 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 documents entered into the employee's 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 their 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.

22.5 Contracting Out

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

22.6 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.

22.7 Shift Assignments – Sheriff's Office

Within the Sheriff's Office, in making shift/position assignments for Sheriff's Services Technician, Sheriff's Security Officer, and Sheriff's Security Officer (Senior), the following criteria shall be considered: the operational needs of the Office, 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 Office may be considered as an additional criterion in making assignments. The Sheriff's or designee's decision shall be final and not subject to appeal or the

grievance procedure. Sheriff's Office Dispatchers shall have their quarterly work schedule posted twenty-five (25) days prior to the effective date each new schedule.

23. SEVERABILITY

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

24. FULL UNDERSTANDING

The parties acknowledge that each has had the unlimited right and opportunity to raise, discuss, and meet and confer with the other on all matters within the scope of representation and that the agreements reached between the parties are fully set forth herein in writing. There are no agreed upon terms, promises, or conditions except as expressly set forth in this Agreement. Except as otherwise mandated by applicable state or federal law, the employees' entitlement to economic rights and benefits of County employment derive exclusively from the express terms of this Agreement. Pursuant to this Article, the County may from time to time provide employees with additional economic benefits and may regulate employee conduct through its Personnel Policies as they currently exist or as the County may revise them from time to time, subject to the County's obligations under Government Code 3500 et seq.

25. 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. The Union may grieve any failure by the County to notify the Union of potential conflicts between this MOU and reasonable accommodations provided to employees.

26. NO DISCRIMINATION

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.

27. CLASSIFICATION STUDIES

A. Account Clerk

The Accounting Clerk III position will be eliminated through attrition. Employees currently holding the Accounting Clerk III position, will be grandfathered. A window period beginning February 8, 2005 through February 8, 2008, will be created in which the educational requirement (AA degree) will be waived for promotion within the Accounting series, up to and including Accounting Supervisor.

County Representatives

Charmie Junn 12/1/22
Charmie Junn — Date
Director of Human Resources

12/9/22
Charles Sakai — Date
Chief Negotiator

Neely McElroy 12/9/22
Neely McElroy — Date
Deputy Director H&SS-Soc Prog CWS

Kelley Curtis 12/12/22
Kelley Curtis — Date
Deputy Director H&SS-E&E Programs

12/13/22
Michael Eitner — Date
Assistant Director of Library Services

Stephanie Sifuentes 12/13/22
Stephanie Sifuentes — Date
Human Resources Manager

Service Employees International Union

11/10/2022
Tiffany Crain, Esq. — Date
Chief Negotiator

11-4-22
Greg Carter — Date
SEIU 1021 Representative

11/3/22
Nathan Hansford — Date
SEIU 1021 Representative

11-3-22
Joanne Godreau — Date
SEIU 1021 President

11/3/2022
Tazamisha Alexander — Date
SEIU 1021 Member

Simone Arnett
Simone Arnett — Date
SEIU 1021 Vice President

11/3/22
Linda Chessman — Date
SEIU 1021 Member

11/3/2022
James Conradsen — Date
SEIU 1021 Member

Hannah Crowl DNP - FNP 11/22/23
Hannah Crowl DNP - FNP (Nov 22, 2022 15:21 PST)
Hannah Crowl — Date
SEIU 1021 Member

Elizabeth Garcia-Reyes — Date
SEIU 1021 Member

Tonya Jackson — 11/3/2022 — Date
SEIU 1021 Member

Dae Kim — 11/3/22 — Date
SEIU 1021 Member

Jennifer Lariviere — 11/15/22 — Date
SEIU 1021 Member

Jose Ortiz — 11/3/22 — Date
SEIU 1021 Member

Francisco Piedra — 11/3/22 — Date
SEIU 1021 Member

Eboni Robinson — 11/3/2022 — Date
SEIU 1021 Member

Sheri Speakman — 11/3/22 — Date
SEIU 1021 Member

Jill Spurgeon-Cuellar — 11/3/2022 — Date
SEIU 1021 Member

APPENDIX A. LISTING OF CLASSIFICATIONS

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

Unit #2

Clinic Registered Nurse
Clinic Registered Nurse (Sr)
Emergency Medical Svcs Coord
Licensed Vocational Nurse
Mental Health Nurse
Nurse Practition/PhysicianAsst
Public Hlth Nurse
Public Hlth Nurse (Entry)
Public Hlth Nurse (Senior)

Unit #7

Accountant
Accountant (Entry)
Accountant (Senior)
Accountant-Auditor I
Accountant-Auditor II
Accountant-Auditor III
Ag Bio/Wts & Meas Insp (Senior)
Ag Biologist/Wts & Meas Ins Tr
Ag Biologist/Wts & Meas Inspec
Ag/Wts & Measures Aide
Animal Care Outreach&Vol Coord
Animal Care Specialist
Animal Care Specialist (Lead)
Animal Control Officer
Animal Control Officer (Sr)
Appraiser
Appraiser (Entry)
Appraiser (Senior)
Architect Proj Coord (Asstnt)
Auditor-Appraiser
Auditor-Appraiser (Entry)
Behavioral Health Peer Support Specialist
Building Inspector (Sr.)
Building Inspector I
Building Inspector II
Building Permits Technician I
Building Permits Technician II
Business Systems Analyst
Business Systems Analyst (Sr.)
Buyer

Buyer (Senior)
Cadastral Mapping Tech I
Cadastral Mapping Tech II
Cadastral Mapping Tech III
Capital Projects Coord (Senior)
Child Support Spec
Child Support Spec (Entry)
Child Support Spec (Senior)
Child Support Training Spec
Civil Engineer
Civil Engineer - Environmental
Civil Engineer - Plan Check
Civil Engineer (Entry)
Civil Engineer (Senior)
Civil Engineer-Environ (Entry)
Code Compliance Officer
Code Compliance Officer (Entry)
Collections Officer
Communicable Disease Invest
Communications Tech (Senior)
Communications Technician I
Communications Technician II
Coroner Forensic Tech (Entry)
Coroner Forensic Technician
Criminalist (Entry)
Criminalist (Journey)
Criminalist (Senior)
Dental Assistant (Reg Lead)
Dental Assistant (Registered)
Dental Hygienist
Emergency Services Technician
Engineer Assistant
Engineering Technician
Engineering Technician (Entry)
Engineering Technician (Senior)
Environmental Hlth Assistant
Environmental Hlth Spec (Sr)
Environmental Hlth Spec (Entry)
Environmental Hlth Spec (Journ)
Epidemiologist
Epidemiologist (Sr.)
Evidence Technician
Fixed Assets Tech
Geologist
Hazardous Material Spec (Entry)

Hazardous Material Spec (Journ)
Hazardous Materials Spec (Sr)
Health Assistant
Health Education Spec (Senior)
Health Education Specialist
Infant Nutrition Counselor
Info Technology Analyst I
Info Technology Analyst II
Info Technology Analyst III
Info Technology Analyst IV
Info Tech Spec (Senior)
Info Tech Spec I
Info Tech Spec II
Investigative Asst - Dist Atty
Lactation Educator & Counselor
Latent Fingerprint Examiner
Laundry Coordinator
Librarian
Librarian (Entry)
Library Associate
Library Associate (Entry)
Literacy Prog Asst (Senior)
Literacy Program Assistant
Medical Assistant
Medical Assistant (Lead)
Occupational Therapist
Paralegal
Paralegal (Senior)
Pharmacy Specialist
Physical Therapist
Planner (Assistant)
Planner (Senior)
Planner Associate
Planning Technician
Process Server
Public Defender Investigator
Public Hlth Lab Technician
Public Hlth Microbiol(Trainee)
Public Hlth Microbiolgst (Ent)
Public Hlth Microbiologist
Public Hlth Nutritionist
Public Hlth Nutritionst(Entry)
Public Safety Dispatcher
Public Safety Dispatcher (Sr)
Public Safety Dispatcher Tech

Public Safety Dispatchr(Entry)
Real Estate Agent
Records Coordinator
Safety Specialist
Sheriff's Security Officer
Sheriff's Services Technician
Veterans' Benefits Counselor (Sr)
Veterans' Benefits Couns Trne
Veterans' Benefits Counselor
Veterinary Technician (Reg)
Volunteer Coordinator

Unit #9

Accounting Clerk I
Accounting Clerk II
Accounting Clerk III
Accounting Technician
Administrative Secretary
Courier
Elections Technician
Elections Technician (Lead)
Estate Inventory Specialist
Inventory Clerk
Inventory Coordinator
Legal Procedures Clerk
Legal Procedures Clerk (Entry)
Legal Procedures Clerk (Senior)
Legal Secretary
Legal Secretary (Entry)
Legal Secretary (Senior)
Library Aide
Library Assistant
Library Assistant (Senior)
Medical Records Supervisor
Medical Records Tech (Senior)
Medical Records Technician
Office Aide
Office Assistant I
Office Assistant II
Office Assistant III
Office Coordinator

APPENDIX B. SALARY SCHEDULE

1. The present approximate monthly pay rate for the represented classifications are:

Job Title - Unit 2	Step 1	Step 2	Step 3	Step 4	Step 5
Clinic Registered Nurse	6,640.12	6,972.12	7,320.73	7,686.76	8,071.10
Clinic Registered Nurse (Sr)	7,470.47	7,843.99	8,236.19	8,648.00	9,080.40
Emergency Medical Svcs Coord	7,192.14	7,551.74	7,929.33	8,325.80	8,742.09
Licensed Vocational Nurse	4,509.63	4,735.12	4,971.87	5,220.46	5,481.49
Mental Health Nurse	7,858.22	8,251.13	8,663.69	9,096.87	9,551.71
Nurse Practition/PhysicianAsst	10,048.97	10,551.42	11,078.99	11,632.94	12,214.58
Public Hlth Nurse	8,053.41	8,456.08	8,878.88	9,322.82	9,788.97
Public Hlth Nurse (Entry)	6,630.54	6,962.07	7,310.17	7,675.68	8,059.47
Public Hlth Nurse (Senior)	8,962.57	9,410.69	9,881.23	10,375.29	10,894.05
Job Title - Unit 7	**Step 1**	**Step 2**	**Step 3**	**Step 4**	**Step 5**
Accountant	6,280.65	6,594.68	6,924.41	7,270.63	7,634.17
Accountant (Entry)	5,489.78	5,764.27	6,052.48	6,355.10	6,672.86
Accountant (Senior)	7,148.20	7,505.61	7,880.90	8,274.94	8,688.69
Accountant-Auditor I	5,577.08	5,855.93	6,148.73	6,456.17	6,778.98
Accountant-Auditor II	6,392.72	6,712.35	7,047.97	7,400.37	7,770.39
Accountant-Auditor III	7,192.14	7,551.74	7,929.33	8,325.80	8,742.09
Ag Bio/Wts & Meas Insp (Senior)	7,252.57	7,615.19	7,995.95	8,395.75	8,815.54
Ag Biologist/Wts & Meas Ins Tr	5,698.91	5,983.85	6,283.05	6,597.20	6,927.06
Ag Biologist/Wts & Meas Inspec	6,599.45	6,929.43	7,275.90	7,639.69	8,021.68
Ag/Wts & Measures Aide	3,253.61	3,416.29	3,587.11	3,766.46	3,954.78
Animal Care Outreach&Vol Coord	4,851.80	5,094.39	5,349.11	5,616.57	5,897.40
Animal Care Specialist	3,894.82	4,089.56	4,294.04	4,508.75	4,734.18
Animal Care Specialist (Lead)	4,509.63	4,735.12	4,971.87	5,220.46	5,481.49
Animal Control Officer	4,202.39	4,412.51	4,633.14	4,864.80	5,108.03
Animal Control Officer (Sr)	4,672.44	4,906.06	5,151.36	5,408.93	5,679.37
Appraiser	5,981.57	6,280.64	6,594.68	6,924.41	7,270.63
Appraiser (Entry)	4,851.80	5,094.39	5,349.11	5,616.57	5,897.40
Appraiser (Senior)	6,807.81	7,148.20	7,505.61	7,880.89	8,274.94
Auditor-Appraiser	5,981.57	6,280.64	6,594.68	6,924.41	7,270.63
Auditor-Appraiser (Entry)	5,228.35	5,489.77	5,764.26	6,052.47	6,355.10
Behaviorl Hlth Peer Suppt Spec	3,532.58	3,709.21	3,894.67	4,089.40	4,293.87
Building Inspector (Senior)	7,488.59	7,863.02	8,256.17	8,668.98	9,102.43
Building Inspector I	6,695.63	7,030.41	7,381.93	7,751.02	8,138.57
Building Inspector II	7,031.99	7,383.59	7,752.77	8,140.41	8,547.43
Building Permits Technician I	4,851.80	5,094.39	5,349.11	5,616.57	5,897.40
Building Permits Technician II	5,600.92	5,880.97	6,175.02	6,483.77	6,807.95

Business Systems Analyst	7,834.66	8,226.39	8,637.71	9,069.60	9,523.07
Business Systems Analyst (Sr)	8,637.71	9,069.60	9,523.08	9,999.23	10,499.19
Buyer	5,698.07	5,982.97	6,282.12	6,596.22	6,926.03
Buyer (Senior)	7,617.49	7,998.37	8,398.29	8,818.20	9,259.11
Cadastral Mapping Tech I	4,202.39	4,412.51	4,633.14	4,864.80	5,108.03
Cadastral Mapping Tech II	4,851.80	5,094.39	5,349.11	5,616.57	5,897.40
Cadastral Mapping Tech III	5,605.02	5,885.27	6,179.53	6,488.51	6,812.93
Capital Projects Coord (Senior)	9,017.51	9,468.39	9,941.81	10,438.90	10,960.85
Child Support Spec	4,851.80	5,094.39	5,349.11	5,616.57	5,897.40
Child Support Spec (Entry)	4,202.39	4,412.51	4,633.14	4,864.80	5,108.03
Child Support Spec (Senior)	5,605.02	5,885.27	6,179.53	6,488.51	6,812.93
Child Support Training Spec	6,392.72	6,712.35	7,047.97	7,400.37	7,770.39
Civil Engineer	9,200.72	9,660.76	10,143.79	10,650.98	11,183.53
Civil Engineer - Environmental	9,200.72	9,660.76	10,143.79	10,650.98	11,183.53
Civil Engineer - Plan Check	9,200.72	9,660.76	10,143.79	10,650.98	11,183.53
Civil Engineer (Senior)	10,279.98	10,793.98	11,333.67	11,900.36	12,495.38
Code Compliance Officer	5,228.35	5,489.77	5,764.26	6,052.47	6,355.10
Code Compliance Officer (Entry)	4,509.63	4,735.12	4,971.87	5,220.46	5,481.49
Collections Officer	4,202.39	4,412.51	4,633.14	4,864.80	5,108.03
Communicable Disease Invest	5,228.35	5,489.77	5,764.26	6,052.47	6,355.10
Communications Tech (Senior)	6,980.66	7,329.69	7,696.17	8,080.98	8,485.03
Communications Technician I	5,209.07	5,469.52	5,743.00	6,030.15	6,331.66
Communications Technician II	6,030.15	6,331.66	6,648.24	6,980.66	7,329.69
Coroner Forensic Tech (Entry)	4,202.39	4,412.51	4,633.14	4,864.80	5,108.03
Coroner Forensic Technician	4,851.80	5,094.39	5,349.11	5,616.57	5,897.40
Criminalist (Entry)	6,304.02	6,619.22	6,950.18	7,297.69	7,662.58
Criminalist (Journey)	7,880.03	8,274.03	8,687.73	9,122.12	9,578.22
Criminalist (Senior)	8,668.58	9,102.01	9,557.11	10,034.97	10,536.72
Dental Assistant (Reg Lead)	4,324.19	4,551.83	4,791.38	5,043.62	5,308.99
Dental Assistant (Registered)	4,168.66	4,388.05	4,619.05	4,862.12	5,118.02
Dental Hygienist	5,410.81	5,681.35	5,965.42	6,263.69	6,576.87
Emergency Services Technician	5,605.02	5,885.27	6,179.53	6,488.51	6,812.93
Engineer Assistant	6,807.81	7,148.20	7,505.61	7,880.89	8,274.94
Engineer Assistant – Environ	6,807.81	7,148.20	7,505.61	7,880.89	8,274.94
Engineering Technician	5,605.02	5,885.27	6,179.53	6,488.51	6,812.93
Engineering Technician (Entry)	4,851.80	5,094.39	5,349.11	5,616.57	5,897.40
Engineering Technician (Senior)	6,392.72	6,712.35	7,047.97	7,400.37	7,770.39
Environmental Hlth Assistant	3,894.82	4,089.56	4,294.04	4,508.75	4,734.18
Environmental Hlth Spec (Sr)	7,252.56	7,615.19	7,995.95	8,395.75	8,815.53
Environmental Hlth Spec (Entry)	5,698.91	5,983.85	6,283.04	6,597.20	6,927.06
Environmental Hlth Spec (Journ)	6,599.45	6,929.42	7,275.89	7,639.69	8,021.67
Epidemiologist	7,192.14	7,551.74	7,929.33	8,325.80	8,742.09
Epidemiologist (Senior)	7,551.75	7,929.34	8,325.80	8,742.09	9,179.20

Evidence Technician	5,605.02	5,885.27	6,179.53	6,488.51	6,812.93
Fixed Assets Tech	4,509.63	4,735.12	4,971.87	5,220.46	5,481.49
Geologist	7,576.35	7,955.17	8,352.93	8,770.57	9,209.10
Hazardous Material Spec (Entry)	5,698.90	5,983.85	6,283.04	6,597.19	6,927.05
Hazardous Material Spec (Journ)	6,599.45	6,929.42	7,275.89	7,639.69	8,021.67
Hazardous Materials Spec (Sr)	7,252.56	7,615.19	7,995.95	8,395.75	8,815.53
Health Assistant	4,509.63	4,735.12	4,971.87	5,220.46	5,481.49
Health Education Spec (Senior)	6,712.35	7,047.97	7,400.37	7,770.39	8,158.91
Health Education Specialist	5,885.27	6,179.53	6,488.51	6,812.93	7,153.58
Infant Nutrition Counselor	3,179.53	3,338.50	3,505.43	3,680.70	3,864.73
Info Technology Analyst I	5,846.34	6,138.66	6,445.59	6,767.87	7,106.27
Info Technology Analyst II	6,767.87	7,106.27	7,461.57	7,834.65	8,226.38
Info Technology Analyst III	7,834.66	8,226.39	8,637.71	9,069.60	9,523.07
Info Technology Analyst IV	8,637.71	9,069.60	9,523.08	9,999.23	10,499.19
Info Tech Spec (Senior)	6,594.68	6,924.41	7,270.63	7,634.17	8,015.87
Info Tech Spec I	5,167.11	5,425.46	5,696.73	5,981.57	6,280.65
Info Tech Spec II	5,981.57	6,280.64	6,594.68	6,924.41	7,270.63
Investigative Asst - Dist Atty	4,851.80	5,094.39	5,349.11	5,616.57	5,897.40
Lactation Educator & Counselor	6,640.12	6,972.12	7,320.73	7,686.76	8,071.10
Latent Fingerprint Examiner	5,605.02	5,885.27	6,179.53	6,488.51	6,812.93
Laundry Coordinator	4,202.39	4,412.51	4,633.14	4,864.80	5,108.03
Librarian	5,605.02	5,885.27	6,179.53	6,488.51	6,812.93
Librarian (Entry)	4,851.80	5,094.39	5,349.11	5,616.57	5,897.40
Library Associate	4,851.80	5,094.39	5,349.11	5,616.57	5,897.40
Library Associate (Entry)	4,202.39	4,412.51	4,633.14	4,864.80	5,108.03
Literacy Prog Asst (Senior)	5,981.57	6,280.64	6,594.68	6,924.41	7,270.63
Literacy Program Assistant	5,605.02	5,885.27	6,179.53	6,488.51	6,812.93
Medical Assistant	4,202.39	4,412.51	4,633.14	4,864.80	5,108.03
Medical Assistant (Lead)	4,359.66	4,577.64	4,806.52	5,046.85	5,299.19
Occupational Therapist	6,807.81	7,148.20	7,505.61	7,880.89	8,274.94
Paralegal	4,790.77	5,043.00	5,308.38	5,587.81	5,881.90
Paralegal (Senior)	4,946.45	5,206.78	5,480.71	5,769.30	6,176.00
Pharmacy Specialist	4,509.63	4,735.12	4,971.87	5,220.46	5,481.49
Physical Therapist	6,807.81	7,148.20	7,505.61	7,880.89	8,274.94
Planner (Assistant)	5,228.35	5,489.77	5,764.26	6,052.47	6,355.10
Planner (Senior)	7,965.16	8,363.41	8,781.58	9,220.66	9,681.70
Planner Associate	6,699.35	7,034.32	7,386.03	7,755.34	8,143.10
Planning Technician	4,851.80	5,094.39	5,349.11	5,616.57	5,897.40
Process Server	3,718.86	3,904.80	4,100.04	4,305.04	4,520.29
Public Defender Investigator	6,900.34	7,245.36	7,607.63	7,988.01	8,387.41
Public Hlth Lab Technician	4,202.39	4,412.51	4,633.14	4,864.80	5,108.03
Public Hlth Microbiol (Trainee)	4,484.76	4,708.99	4,944.44	5,191.66	5,451.25
Public Hlth Microbiolgst (Ent)	5,605.02	5,885.27	6,179.53	6,488.51	6,812.93

Public Hlth Microbiologist	6,392.72	6,712.35	7,047.97	7,400.37	7,770.39
Public Hlth Nutritionist	5,981.57	6,280.64	6,594.68	6,924.41	7,270.63
Public Hlth Nutritionist (Entry)	5,605.02	5,885.27	6,179.53	6,488.51	6,812.93
Public Safety Dispatcher	5,605.02	5,885.27	6,179.53	6,488.51	6,812.93
Public Safety Dispatcher (Sr)	5,981.57	6,280.64	6,594.68	6,924.41	7,270.63
Public Safety Dispatcher Tech	6,280.65	6,594.68	6,924.42	7,270.64	7,634.17
Public Safety Dispatcher (Entry)	4,851.80	5,094.39	5,349.11	5,616.57	5,897.40
Real Estate Agent	7,192.14	7,551.74	7,929.33	8,325.80	8,742.09
Records Coordinator	5,507.20	5,782.56	6,071.69	6,375.27	6,694.03
Safety Specialist	5,763.09	6,051.25	6,353.81	6,671.50	7,005.08
Sheriff's Security Officer	4,283.99	4,498.19	4,723.10	4,959.26	5,207.22
Sheriff’s Security Officer (Sr)	4,648.13	4,880.53	5,124.56	5,380.79	5,649.82
Sheriff's Services Technician	4,509.63	4,735.12	4,971.87	5,220.46	5,481.49
Veterans’ Benefits Counselor (Sr)	5,220.47	5,481.49	5,755.56	6,043.34	6,345.51
Veterans' Benefits Couns Trne	3,894.82	4,089.56	4,294.04	4,508.75	4,734.18
Veterans' Benefits Counselor	4,509.63	4,735.12	4,971.87	5,220.46	5,481.49
Veterinary Technician (Reg)	4,780.21	5,019.22	5,270.19	5,533.69	5,810.38
Volunteer Coordinator	4,851.80	5,094.39	5,349.11	5,616.57	5,897.40
Job Title - Unit 9	Step 1	Step 2	Step 3	Step 4	Step 5
Accounting Clerk I	3,919.79	4,126.04	4,343.29	4,571.84	4,812.47
Accounting Clerk II	4,324.19	4,551.83	4,791.38	5,043.62	5,308.99
Accounting Clerk III	4,529.44	4,767.95	5,018.81	5,282.96	5,561.01
Accounting Technician	4,744.64	4,994.38	5,257.26	5,534.05	5,825.24
Administrative Secretary	4,790.77	5,043.00	5,308.38	5,587.81	5,881.90
Courier	3,173.17	3,340.16	3,516.00	3,701.01	3,895.80
Elections Technician	3,919.79	4,126.04	4,343.29	4,571.84	4,812.47
Elections Technician (Lead)	4,168.66	4,388.05	4,619.05	4,862.12	5,118.02
Estate Inventory Specialist	4,168.66	4,388.05	4,619.05	4,862.12	5,118.02
Inventory Clerk	3,919.79	4,126.04	4,343.29	4,571.84	4,812.47
Inventory Coordinator	4,479.72	4,715.60	4,963.71	5,224.96	5,499.96
Legal Procedures Clerk	4,168.66	4,388.05	4,619.05	4,862.12	5,118.02
Legal Procedures Clerk (Entry)	3,670.92	3,864.18	4,067.53	4,281.57	4,506.91
Legal Procedures Clerk (Senior)	4,324.19	4,551.83	4,791.38	5,043.62	5,373.92
Legal Secretary	4,479.72	4,715.60	4,963.71	5,224.96	5,574.44
Legal Secretary (Entry)	4,324.19	4,551.83	4,791.38	5,043.62	5,308.99
Legal Secretary (Senior)	4,635.24	4,879.23	5,136.05	5,406.46	5,853.16
Library Aide	3,173.17	3,340.16	3,516.00	3,701.01	3,895.80
Library Assistant	3,670.92	3,864.18	4,067.53	4,281.57	4,506.91
Library Assistant (Senior)	4,324.19	4,551.83	4,791.38	5,043.62	5,308.99
Medical Records Supervisor	5,101.98	5,370.41	5,653.19	5,950.65	6,263.84
Medical Records Tech (Senior)	4,653.24	4,879.23	5,136.05	5,406.46	5,690.93
Medical Records Technician	4,168.66	4,388.05	4,619.05	4,862.12	5,118.02

Office Aide	3,240.24	3,410.74	3,590.25		
Office Assistant I	3,670.92	3,864.18	4,067.53	4,281.57	4,506.91
Office Assistant II	4,168.66	4,388.05	4,619.05	4,862.12	5,118.02
Office Assistant III	4,635.24	4,879.23	5,136.05	5,406.46	5,690.93
Office Coordinator	4,946.45	5,206.78	5,480.71	5,769.30	6,072.87

2. Effective the first pay period following the Board of Supervisors' adoption of the collective bargaining agreement or the first pay period following October 25, 2022, whichever is later, the base wage rates set forth in this Appendix B, paragraph 1 above, will increase by five percent (5%) of the base wage rates in effect the day before such increase takes effect.

3. Effective the beginning of twenty-sixth (26th) pay period following the wage increase set forth in this Appendix B, paragraph 2 above, the base wage rates will increase by four percent (4%) of the base wage rates in effect the day before such increase takes effect.

4. Effective the beginning of the twenty-sixth (26th) pay period following the wage increase set forth in this Appendix B, paragraph 3 above, the base wage rates will increase by three percent (3%) of the base wage rates in effect the day before such increase takes effect.

APPENDIX C.

NOT IN USE

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APPENDIX D. REGARDING PAYMENT OF ENHANCED PENSION

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 prior 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. This provision sunset on January 8, 2012.

APPENDIX D. REGARDING PAYMENT OF ENHANCED PENSION, continued

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 sharing will end after 20 years (November 2022)

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%

APPENDIX E. IMPACT OF FURLOUGHS

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

Situation	Result	Comments
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.

Situation	Result	Comments
	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.	

APPENDIX F. UNIT #2 REGISTERED NURSES

A. PROFESSIONAL PERFORMANCE COMMITTEE

1. Composition:

There shall be a Professional Performance Committee composed of five (5) employees in the Health and Social Services Department whose classifications shall be determined through recommendations made by the Joint Labor Management Committee.

The Committee shall consist of employees elected by their respective professional nursing staff.

2. Meetings and Minutes:

The Professional Performance Committee shall schedule regular meetings. The County will provide release time for the meetings. The Committee shall prepare an agenda and keep minutes of all meetings, a copy of which shall be provided to the Health Services Director.

3. Purpose

The Professional Performance Committee shall act as an advisory body to nursing service and administration. The Committee and the County will duly consider recommendations made by the other and respond in writing within thirty (30) days. The Committee may request meetings with the head of any division within the Health and Welfare Department for the purpose of obtaining information on direct nursing functions.

4. Objectives:

The objectives of the Professional Performance Committee shall be:

a. To concern itself with the standards for professional practice of Nurses

b. To work constructively for the improvement of patient care and nursing practice

c. To recommend ways and means to improve patient care

B. CURRENT PUBLICATIONS

The County agrees to provide current publications dealing with the area of Nursing and Public Health as recommended by the Joint Labor Management Committee including the provisions of a suitable location within the Health and Social Services Department for review and study of such material.

C. NOTIFICATION OF VACANCIES

The County agrees the Health Services Director will continue to provide notification of Health and Social Services Department Nursing vacancies to each Health Department Office location. When a full-time bargaining unit position is newly created or vacant, and authorized for filling, the Health Services Director agrees to consider current employees who are extra-help or part-time regular, who have expressed a specific interest in the vacancy. As appropriate under the Civil Service Rules, extra-help employees may be converted to regular positions.

D. REQUIRED ATTENDANCE AT EDUCATIONAL PROGRAMS

a. The County agrees to pay for the reasonable expenses incurred by Registered Nurses while attending classes at which attendance is required by the Health Services Director.

E. GRANT REQUESTS

b. The County agrees to include funding, where possible, in all grant request proposals for educational programs directly related to the grant.

F. BOARD OF REGISTERED NURSING PROVIDER NUMBER

The County agrees to continue the certificate from the State of California Board of Registered Nurses and the Physician Assistant Board for authorization for the County to prepare and present Continuing Education Programs, which will provide those Nurses and Nurse Practitioners/Physician Assistants participating in such programs valid credits toward the requirements of re-licensure.

G. STAFF DEVELOPMENT PROGRAM

a. The County agrees to distribute copies of the Staff Development Program to all incumbent nurses and to provide copies to newly hired nurses when the new hires begin work.

H. SALARY UPON PROMOTION

b. Any permanent or probationary Nurse who is promoted to a position in another class covered by this agreement, with a higher salary grade, shall receive the recruiting salary for the class or such higher amount as would constitute at least an (1) step increase on the grade in the original class, but not more than the top step of the new grade. The effective date of all promotions shall coincide with the first day of the pay period. All subsequent merit increases shall be governed by **Section 5.4**., "Merit Increases Within Grade" of this MOU.

I. WORK HOURS – Correctional Care Nurse

c. It is understood that the work day of the Correctional Care Nurse may follow the provisions of Division II, Section 4 of the Personnel and Salary resolution.

J. EVENING CLINICS

d. If the evening clinic is beyond the 8 hour work day, the Nurse will receive a minimum of four (4) hours of compensatory time off at straight time, in lieu of any other compensation.

K. HOLIDAY/WEEKEND WORK – Public Health Nurse

e. The County agrees to provide a minimum of four (4) hours compensatory time off at straight time or the appropriate overtime rate where applicable, for a regular Public Health Nurse who is required or is called back to work a holiday or weekend day.

Regular Public Health Nurses who are assigned to make phone calls from home on Saturdays and/or Sundays to arrange for patient care, will be provided a minimum of two (2) hours

compensatory time off at straight time, or the appropriate overtime rate where applicable, for each Saturday or Sunday so assigned. However, when such Public Health Nurse is also called back to work on the same day on which assigned to phone duty, the Public Health Nurse will be provided the minimum four (4) compensatory time off only.

It is understood and agreed that this article is limited to regular Public Health Nurses.

L. CONTINUING EDUCATION DAYS

a. With the approval of the Health Services Administrator, or other appropriate departmental authority, a regular full-time nurse or Nurse Practitioner/Physician Assistant may be granted to the required number of hours (no less than 30 hours per year pro-rated for regular part-time nurses) to attend continuing education courses which meet the requirements of the respective Licensing Board's Continuing Education Regulations. The continuing education hours granted will be for class hours and travel time only. Nurses or Nurse Practitioner/Physicians Assistants will receive mileage reimbursement if they will have to drive to a location to attend a class or seminar and reimbursement for all fees for taking the class or seminar. Any other expenses will be the responsibility of the nurse or Nurse Practitioner/Physician Assistant. Continuing education courses taken during non-work hours (i.e., evening and weekends) shall be compensated as CTO toward the required number of hours as stated above. (Travel time included.)

b. After completion, the nurse or Nurse Practitioner/Physician Assistant will submit a report on the course to the nurse's supervisor in the format approved by the Health Services Administrator.

c. Requests for continuing education time must be made at least two weeks in advance of the course on forms approved by the Health Services Administrator; and a copy of the course brochure must accompany the request. Requests will not be unreasonably denied.

d. The required continuing education hours are not cumulative, and if they are not taken within the fiscal year, they are not carried over to the next fiscal year.

M. LICENSING AND CERTIFICATION FUND

The County shall maintain a Licensing and Certification Fund, for the benefit of regular full-time and regular part-time nurses and Nurse Practitioners/Physician Assistants who work half time (.5) or more in an allocated position, for payment of professional license fees. Any qualified nurse who avails themselves of the County's licensing and certification Fund and who voluntarily leaves the County's service during the fiscal year in which the employee drew the fund, shall reimburse the County on a pro-rata basis the amount the employee received from the Licensing and Certification Fund.

APPENDIX G. Continuing Education Table of Job Classes

BARGAINING UNIT	CLASSIFICATION	REQUIREMENTS	SOURCE
7	Accountant (Entry)	80 hours over 2 years if meeting Education MQs w possession of a CPA	CA Board of Accountancy
7	Accountant (Journey)	80 hours over 2 years if meeting Education MQs w possession of a CPA	CA Board of Accountancy
7	Accountant (Senior)	80 hours over 2 years if meeting Education MQs w possession of a CPA	CA Board of Accountancy
7	Auditor-Appraiser	80 hours over 2 years if meeting Education MQs w possession of a CPA; 24 additional units per year [Appraisal Certificate]	CA Board of Accountancy
7	Clinical Lab Scientist	12 hours per year	CA Department of Public Health
7	Dental Assistant (Registered)	25 hours in 2 years	Dental Board of California
7	Dental Assistant (Registered) (Lead)	25 hours in 2 years	Dental Board of California
7	Dental Hygienist (Registered)	25 hours in 24 months	Dental Board of California
2	Emergency Medical Services Coordinator	(1) Paramedic License [48 hours in 2 years] OR (2) Registered Nurse [30 hours in 2 years]	CA EMS authority/CA Board of Registered nursing
7	Environmental Health Specialist (Journey)	24 hours over 2 years	CA Department of Public Health
7	Environmental Health Specialist (Senior	24 hours over 2 years	CA Department of Public Health
7	Hazardous Materials Specialist (Entry)	72 hours over 2 years	International Code Council/CAL OSHA/CA Code of Regulations
7	Hazardous Materials Specialist (Journey)	72 hours over 2 years	International Code Council/CAL

			OSHA/CA Code of Regulations
7	Medical Assistant	Retesting; or 60 Continuing Medical Education credits every five (5) years	California Certifying Board of Medical Assistants
7	Occupational Therapist	24 hours in 2 years	CA Board of Occupational Therapy
7	Physical Therapist	30 hours in 2 years	CA Board of Physical Therapy
7	Public Health Microbiologist	12 hours per year	CA Department of Public Health /Lab Field Services
7	Public Health Microbiologist (Entry)	12 hours per year	CA Department of Public Health/Lab Field Services
7	Public Health Nutritionist	75 hours in 5 years	Commission on Dietetic Registration
7	Veterinary Technician (Registered)	36 hours over 2 years	CA Veterinary Medical Board

SIDE LETTER AGREEMENT

To the Memorandum of Understanding
Between the County of Solano and Service Employees International Union, Local 1021
Units #2, 7, 9, 5, 8

Employee Retention/Recognition

This will confirm an understanding reached between the County of Solano (hereinafter referred to as the "County") and Service Employees International Union, Local 1021 (hereinafter referred to as the "Union"), representing Units 2, 7, 9, 5, 8. Collectively, County and Union are hereinafter referred to as "the parties."

In an effort to retain employees and recognize the work performed by unit members, the County shall provide a one-time bonus in the amount of one thousand five hundred dollars ($1,500) to all bargaining unit employees as of September 4, 2022. A part-time employee shall receive a pro-rata amount based on the employee's full-time equivalence. The payment shall be made on the last paycheck in November 2022.

FOR THE COUNTY:

Charmie Junn
Director of Human Resources

Date: 12/1/22

FOR THE UNION:

FOR Tiffany Crain, Esq. NATASHA HANSFORD
Chief Negotiator

Date: 11/3/2022

SIDE LETTER AGREEMENT

To the Memorandum of Understanding
Between the County of Solano and Service Employees International Union, Local 1021
Unit #2, 7, 9, 5, 8

Pay Parity

This will confirm an understanding reached between the County of Solano (hereinafter referred to as the "County") and Service Employees International Union, Local 1021 (hereinafter referred to as the "Union"), representing Units 2, 7, 9, 5, 8. Collectively, County and Union are hereinafter referred to as "the parties."

The parties agree that if any other bargaining unit represented by a union/association receives a general wage increase greater than the general wage increase set forth in Appendix B during the term of this Memorandum of Understanding, then the same general wage increase shall be provided to Units 2, 7, 9, 5, 8. The term "general wage increase" does not include any special adjustments/equity adjustments specific to a classification, subset or group of a bargaining unit and excludes any wage increase (or portion thereof) which is attributable to a change in other collective bargaining provisions.

FOR THE COUNTY:

Charmie Junn
Director of Human Resources

Date: 12/1/22

FOR THE UNION:

for Tiffany Crain, Esq. NATHAN HANSFORD
Chief Negotiator

Date: 10/31/2022

SIDE LETTER AGREEMENT

To the Memorandum of Understanding
Between the County of Solano and Service Employees International Union, Local 1021
Units #2, 7, 9, 5, 8

Comparable Counties and Cities & Total Compensation Survey

This will confirm an understanding reached between the County of Solano (hereinafter referred to as the "County") and Service Employees International Union, Local 1021 (hereinafter referred to as the "Union"), representing Units 2, 7, 9, 5, 8. Collectively, County and Union are hereinafter referred to as "the parties."

The County has an established list of comparable counties and cities that it uses for classification and compensation (wage and/or total comp.) studies. The Union has proposed to alter this list of comparable counties and cities. The County recognizes that its list of comparable counties/cities has not changed since 2008 and that the County will relook at its comparable counties/cities by no later than October 2023. As such, the parties agree to meet and confer regarding any proposed changes to the comparable counties/cities used for all future classification and/or compensation studies.

The County will perform a total compensation survey of benchmark classifications prior to negotiations over a successor MOU. The County will provide that study to SEIU no later than June 30, 2024. SEIU may perform its own total compensation survey and will provide that to the County prior to June 30, 2024. The Parties will negotiate over market equity adjustments based on the survey prior to November 2024. Market equity adjustments will be by mutual agreement. The survey will include (but not be limited to) the following classifications:

- Animal Control Officer (journey level)
- Deputy Public Administrator/Public Guardian/Public Conservator
- Human Services Support Specialist
- Information Technology Analyst II
- Mental Health Specialist II
- Nurse Practitioner
- Paralegal
- Public Safety Dispatcher (journey level)

FOR THE COUNTY:

Charmie Junn
Director of Human Resources

Date: 12/1/22

FOR THE UNION:

Tiffany Crain, Esq. NATHAN HANSFORD
Chief Negotiator

Date: 10/31/2022

SIDE LETTER AGREEMENT

To the Memorandum of Understanding
Between the County of Solano and Service Employees International Union, Local 1021
Unit # 2, 7, 9, 5, 8

Extreme Temperatures

This will confirm an understanding reached between the County of Solano (hereinafter referred to as the "County") and Service Employees International Union, Local 1021 (hereinafter referred to as the "Union"), representing Units 2, 7, 9, 5, 8. Collectively, County and Union are hereinafter referred to as "the parties."

The Parties agree to meet and evaluate SEIU's proposal on extreme temperatures, which is attached hereto, in an attempt to develop a Countywide Policy on that topic.

FOR THE COUNTY:

Charmie Junn
Director of Human Resources

Date: 12/1/22

FOR THE UNION:

For Tiffany Crain, Esq. NAGHAN HANSFORD
Chief Negotiator

Date: 10/31/2022

SEIU Local 1021 Solano County

Union Proposal (ALL UNITS) #15
Date:
Time:

EXTREME TEMPERATURE PROCEDURES INDOORS:

Monitoring of the Temperature

1. The County and the Union acknowledge the vital importance of maintaining proper temperatures at worksites to minimize physical discomfort and promote a healthy working environment. To measure the Temperature Humidity Index (THI) the county and the union will agree on a THI indicator which will measure both temperature and humidity. The THI indicator will be placed in the warmest part of each site in which represented employees work.
    a. In locations with multiple floors or segregated areas which are ventilated by different air conditioning units, THI indicators will be placed in areas serviced by each air conditioning unit.
    b. For the purposes of the installation of the THI Indicator, the warmest area in each building zone shall be determined by a committee including the site manager/department head, a representative of Local 1021, and a representative of the Facilities Office for that location.

2. The County will maintain ambient interior temperature within 68° to 76° Fahrenheit and humidity below 40%. A staff member designated by Local 1021 in each unit shall be assigned the responsibility of inspecting the THI indicator and of reporting any reading of 80° and 40% humidity to the supervisor in charge of the County building. Upon the report of a reading of 80° and 40% humidity, the steps noted in the section below shall be taken.

Procedures in Extreme Heat

1. In any worksite when the THI indicator reaches 76° and 40% humidity or above for two or more consecutive hours, the staff member in charge shall notify the appropriate department head or their designee. The staff will begin closing procedures immediately upon notifying the department head or designee. The worksite may reopen when the worksite's temperature returns to the acceptable range defined in "Monitoring of the Temperature."
    a. If the worksite is scheduled to be closed within two hours of reporting, the employees will be released without loss of time or pay in accordance with the employee's professional status.
    b. If the worksite is scheduled to be closed in over two hours of reporting, all scheduled staff who can perform their duties remotely will finish their workday by teleworking. All other scheduled staff will be reassigned to another worksite.
    c. Those essential employees who continue working in an affected worksite which are prohibited from closure, such as those in 24-hour facilities, will receive compensatory time on a time and a half basis.
    d. Staff members may be reassigned to other locations on succeeding days if the emergency continues.
    e. Solano County will replace THI Indicators every three (3) years or as needed.

Procedures in Extreme Cold

2. In any worksite when the THI indicator drops to below 68 degrees for two or more consecutive hours, the staff member in charge shall notify the appropriate department head or their designee. The staff will begin closing procedures immediately upon notifying the department head or designee. The worksite may reopen when the worksite's temperature returns to the acceptable range defined in "Monitoring of the Temperature."
    a. If the worksite is scheduled to be closed within two hours of reporting, the employees will be released without loss of time or pay in accordance with the employee's professional status.
    b. If the worksite is scheduled to be closed in over two hours of reporting, all scheduled staff who can perform their duties remotely will finish their workday by teleworking. All other scheduled staff will be reassigned to another worksite.
    c. Those essential employees who continue working in an affected worksite which are prohibited from closure, such as those in 24-hour facilities, will receive compensatory time on a time and a half basis.

d. Staff members may be reassigned to other locations on succeeding days if the emergency continues.
e. Solano County will replace THI Indicators every three (3) years or as needed.

TA:

SIDE LETTER AGREEMENT

To the Memorandum of Understanding
Between the County of Solano and Service Employees International Union, Local 1021
Units # 2, 7, 9, 5, 8

Release Time

This will confirm an understanding reached between the County of Solano (hereinafter referred to as the "County") and Service Employees International Union, Local 1021 (hereinafter referred to as the "Union"), representing Units 2, 7, 9, 5, 8. Collectively, County and Union are hereinafter referred to as "the parties."

The Parties agree to meet and evaluate the Union's proposal on Section 3.2 release time, which is attached hereto.

FOR THE COUNTY:

Charmie Junn
Director of Human Resources

Date: 12/1/22

FOR THE UNION:

FOR Tiffany Crain, Esq. NATHAN HANSFORD
Chief Negotiator

Date: 10/31/2022

SEIU Local 1021 Solano County

Union Proposal (Units 2, 7, 9) # 17A

Date:

Time:

1. UNION SECURITY AND UNION RIGHTS

1.1 Union Dues

A. Employees may sign up for Payroll Deductions of Union Dues with the Union. The Union will certify changes or new authorizations for dues deductions from members of the Union, in an electronic data file to be transmitted to the County's Auditor Controller's Office – Payroll Bureau. If the employees opt for such deduction, it is understood that the dues will be deducted starting from the first day of the pay period following receipt of the certification and shall continue until:

1. The last day of the last pay period following the transfer, promotion, or demotion of the employee to a non-SEIU bargaining unit; or
2. Until the end of the pay period following notification from the Union to the County to cease deducting Union dues, or a later date as specified by the Union (to coincide with the end of a pay period).

B. The County shall promptly, and no later than thirty (30) days, pay over to the Union all sums so deducted. It shall be the sole responsibility of the Union to procure and enforce employees' authorization for payroll deductions of dues. **(Added from Unit 5, 3.1 B)**

C. The employee's earnings must be sufficient after the other legal and required deductions are made to cover the amount of the dues or fees authorized. When an employee is in a non-pay status for an entire pay period, no withholding will be made to cover the pay period from future earnings. In the case of an employee who is in a non-pay status during only part of the pay period, and the salary is not sufficient to cover the full withholding, no deduction shall be made. In this connection, all other legal and required deductions (including health care deductions) have priority over union dues and service fees.

D. The County will not deduct any Union fines, penalties, or special assessments from the pay of any employees. **(Added from Unit 8, 3.1 C)**

E. *The County agrees to provide a payroll deduction for members to make a voluntary bi-weekly contribution to the* ~~Union Political Action Committee~~ Committee On Political Education (COPE). **(Updated & Moved From 3.2 D.2)**

F. **Programming Fee**

The Union shall reimburse the County for actual, reasonable, and necessary costs, if any occur, of reprogramming in order to implement this agreement. Such costs shall not exceed each Union's prorated share of such costs, to be determined by dividing the total number of each Union's represented employees subject to agency shop by the total number of County employees subject to agency shop and by multiplying this quotient times the total cost. **(Moved From 3.2 G)**

G. ***Indemnification*** ***COMPARE WORDING***

The Union shall indemnify, defend, and hold harmless the County, its officers, employees, and agents acting on its behalf from and against any and all losses, damages, costs, expenses, claims, demands, actions, suits, judgments and other forms of liability arising out of the application or enforcement of this Section. In no event shall the County be required to pay from its own funds Union dues or charitable contributions, which the employee was obligated to pay, but failed to pay, regardless of the reasons. **(Moved From 3.2 H)**

H. ***Waiver of Election for Newly-Represented Employees and New Representation Units***

The accretion of classifications and/or employees to representation units set forth in this Memorandum of Understanding shall not require an election for the application of this Agency Shop provision to such classifications and/or employees. The recognition of newly established bargaining units and the inclusion of same within this Memorandum of Understanding shall also not require an election for the application of this Agency Shop to such units. **(Moved From 3.2 I)**

1.2 Union Rights

A. ~~Release Time~~ **Chapter President**

~~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.~~

The County will recognize one (1) County employee from among those Solano County bargaining units represented by SEIU Local 1021 as the official SEIU Local 1021 Solano 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~~ **forty** (~~16~~**40**) hours per pay period of paid time away from work to conduct Union business. The President or Vice President shall obtain permission from ~~his or her~~ their immediate supervisor prior to leaving work, in accordance with departmental policy. Any expense 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~~ their supervisor and department director with ~~his/her~~ their release time needs Seven (7) calendar days in advance.

The Union's elected President may be provided County time off with pay to attend trainings which would, in the judgment of the Human Resources Director (or ~~his/her~~ the Director's designee from within Human Resources), be mutually beneficial to the County and the Union. This may include providing up to eight (8) hours of paid release time for a newly appointed President in their first year in office, and up to four (4) hours per year, in years thereafter, for training in cooperative employer-employee relations techniques. Prior to the training, the Union shall provide to the Director of Human Resources or ~~his/her~~ their designee, an outline of training topics and the schedule of training dates. **(Added from Unit 5, 3.2 A)**

B. Stewards

1. The County agrees to recognize up to fifteen (15) employees appointed and formally designated in writing to the Director of Human Resources and applicable department head by the Union, as official Stewards. Employees designated as stewards may be relieved from their assigned duties by their supervisor to assist an employee, to investigate and/or present a grievance, provided the release time is scheduled for reasonable times agreeable to all parties. The Steward shall obtain permission from ~~his or her~~ their immediate supervisor prior to leaving work.

   The Union is free to appoint whomever they deem appropriate, with consideration given to geographic location, provided the Director of Human Resources and appropriate department head are given at least one week's advanced written notice of all appointments and changes. The Union agrees to provide comprehensive training on other than County time for Stewards, prior to their appointment, in the techniques and art of good employer-employee relations and in all aspects of the rules and other terms and conditions of County employment.

   Reasonable adjustment shall be made to the steward's workload to accommodate the release time provided for Union business.

   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.

2. Any expense incurred by a steward shall be borne by the Union. It is understood that the primary role of the Steward is to investigate and resolve grievances initiated by employees in their respective Representation Unit at the initial an informal stages and not to conduct general union business or to solicit membership in the Union. Because of the nature of the office, it shall be the special responsibility of each official Steward to promote and maintain good morale and employer-employee relations and to conform to all rules of conduct and standards of performance established by law, regulation, County or departmental policy or this Memorandum of Understanding. Stewards shall not participate during the employee-immediate supervisor informal discussion stage of the Grievance Procedure.

3. The County shall provide up to eight (8) hours paid release time per year for newly appointed stewards and up to 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~~ the Director's designee, an outline of training topics and the schedule of training dates.

4. An employee has the right to Union representation in meetings with a supervisor or administrator, if the meetings are investigations or discussions, which could lead to disciplinary action against the employee.

5. The County shall mail to the Union one (1) copy of each change or update to the County Personnel and Salary Resolution, Civil Service Rules or Employer- Employee Relations Rules and Regulations. These changes or updates may be reproduced by the Union and distributed to Stewards at the discretion of the Union. **(Added from Unit 5, 3.2 B)**

C. Union Release Time

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. **(Added from Unit 5, 3.2 G)**

D. Use of County Facilities

The County agrees to grant the free use of County conference and meeting rooms to the Union, as provided by Section 10 (c) and (e) of the Solano County Employer-Employee Relations Rules and Regulations, provided such use is authorized by the County Administrator or ~~his/her~~ their designees. **(Added from Unit 5, 3.2 C)**

E. 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.

F. Union Business

Employees may submit a request for leaves of unpaid absence to conduct Union business pursuant to existing contract language for unpaid leaves.

G. **Payroll Deductions and Pay Over**

The County shall deduct Union dues and premiums for approved insurance programs from employee's pay in conformity with State and County regulations. The County shall promptly pay over to the designated payee all sums so deducted.

1. The County will provide a list of employees newly hired into regular positions to the Union on at least a monthly basis.

a. Within thirty (30) days from the date of hire, the County shall provide the Union an electronic list with the following information for newly hired represented bargaining unit employees:

1. Full name (last, first and middle name or initial)
2. Employee I.D. number
3. Bargaining unit
4. Department
5. Job Title
6. Work location
7. Appointment type (regular or limited term, full-time, part-time, extra help)
8. Hire date
9. Job class entry date
10. Salary schedule step
11. Hourly rate
12. Health plan selected
13. Home address
14. Phone numbers (work numbers, home number, and personal cell number)
15. Email addresses (County and personal)

b. Commencing on November 5, 2017, the information described in section 3.2.~~D~~.**G**.1.a shall be provided to the Union for every bargaining unit member and following this date every third calendar month thereafter (i.e., every February 1, May 1, August 1, and November 1).

c. 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. **(Added from Unit 8, 3.1 D)**

H. Human Resources New Employee Orientation

1. *The County agrees that each newly hired employee shall participate in a mandatory and in-person orientation meeting(s) as part of the Mandatory New Employee Orientation. The County shall inform the newly hired employee in advance that participation in the New Employee Orientation is mandatory. A meeting agenda for each Orientation will be emailed to the Union representative ten (10) days in advance of the meeting.*

2. *Up to two representative(s)/designees of the Union shall be provided an opportunity to present to employees at the New Employee Orientation, for no more than 30 minutes. Employees will not suffer a loss in compensation for such time.*

3. *A newly hired employee who does not attend the Orientation shall be required to attend a mandatory make up session during the next County Employee Orientation.*

4. *Union designee(s) shall conduct the sessions covered under this Agreement. The Union's representatives will be a Union staff member, the Union President, the Union Vice President or a member designated on the "New Employee Orientation Representative list." This list is composed of a maximum twenty (20) representatives across all SEIU bargaining units who are eligible for release time to attend the Union's presentation at New Employee Orientation. The Union will provide the list to the County by the end of the 30th calendar day following the effective date of this side letter. The Union may remove and add names, without exceeding twenty (20) representatives, twice annually during the months of July and December.*

5. *The County shall advise the employee organization of the dates and times at which the Union Representative can present to employees covered by their bargaining unit. Such notice shall be provided at the earliest opportunity but no later than ten (10) days before the scheduled orientation. The County shall electronically send to the Union at least forty-eight (48) hours in advance of a New Employee Orientation a list of expected participants. Individuals not on the list and who show up for New Employee Orientation may be denied entrance by Human Resources to that particular New Employee Orientation meeting.*

6. *The County shall grant release time to two Union designee(s), which shall include reasonable time for travel and set up without loss in compensation to conduct any sessions for new employee orientation. The Union shall provide the names of the representative(s) who are requested for release time for the Union's presentation at New Employee Orientation to the County at least forty- eight (48) prior to the scheduled New Employee Orientation.*

7. *The Union agrees to stay within its designated time period and will not cause a delay to the new employee orientation schedule. For example, if the Union representative is scheduled to present from 9:00a.m. - 9:30a.m., and ~~s/he~~ the Union representative arrives at 9:20a.m., the Union representative shall have from 9:20a.m. - 9:30a.m. to present. If the Union representative arrives at 9:35a.m., ~~s/he~~ they will have waived their opportunity to present to the group. No additional time or rescheduling will be afforded. However, if the Union representative is unable to make the schedule time, the County agrees to make Union provided information available to newly hired employees, as long as no information pertaining to either local or partisan elections is included in the Union provided information.*

8. *If the Union representative(s) is not available to present at its designated time slot, the Union will be deemed to have waived its right to present at that meeting. No additional time or rescheduling will be afforded.*

9. *The County will provide the Union an environment for the Union's presentation that is as reasonably free from distractions and conducive to presentation as the environment in which the County portion of the agenda occurs. If multiple Unions attend HR's New Employee Orientation, each Union will meet with employees of the bargaining group at the same time. Separate meetings rooms may be provided but are not guaranteed; however, groups will be divided into "break-out" sessions in the room and/or close proximity to the room scheduled for new employee orientation.*

10. *The County will not observe or disturb the Union presentation.*

11. *The Union agrees to not disparage the County and/or its supervisors or management during this meeting.*

12. *The County and Union agree that this Agreement shall be subject to all relevant sections of the MOU, including, but not limited to, the grievance procedure.*

13. *The County will provide the Union with information pursuant to AB 119 and MOU sections 3.2.D.* **(Moved from 3.2 J**

SIDE LETTER AGREEMENT

To the Memorandum of Understanding
Between the County of Solano and Service Employees International Union, Local 1021
Units #2, 7, 9, 8

Dispatcher P.O.S.T. Incentive Pay

This will confirm an understanding reached between the County of Solano (hereinafter referred to as the "County") and Service Employees International Union, Local 1021 (hereinafter referred to as the "Union"), representing Units 2, 7, 9, 8. Collectively, County and Union are hereinafter referred to as "the parties."

The Parties agree to conduct a total compensation survey of the Dispatcher classification, including the value of P.O.S.T. certificates, in comparable jurisdictions no later than June 30, 2023.

FOR THE COUNTY:

Charmie Junn
Director of Human Resources

Date: 12/1/22

FOR THE UNION:

FOR Tiffany Crain, Esq. NATHAN HANSFORD
Chief Negotiator

Date: 10/31/2022

SIDE LETTER AGREEMENT

To the Memorandum of Understanding Between the County of Solano
and SEIU, Local 1021 (Units 2, 7, 9, & 8)

Regarding Library Hours

This will confirm an understanding reached between the County of Solano, hereinafter referred to as the "County," and the Service Employees International Union (SEIU) Local 1021, Units # 2, 7, 9, and 8 hereinafter referred to as the "Union."

This side letter of agreement will apply to all divisions of the Solano County Library. The County shall comply with the branch library hours as adopted by the Solano County Board of Supervisors. The branch libraries will be open within the following parameters:

- Mondays through Thursday - 9:00 am - 9:00 pm
- Fridays - 9:00 am - 5:00 pm
- Saturdays - 9:00 am - 5:00 pm
- Sundays - 12:00 noon - 6:00 pm

Workweek is the County standard, begins 12:01 a.m. Sunday and ends at 12:00 midnight on Saturday.

Employees' regular work week shall be scheduled from Monday through Saturday. All hours worked on Sundays will be in addition to an employee's work schedule. Regular full-time employees will be paid overtime and regular part-time employees will be paid at the appropriate straight time rate on Sundays within the requirements of the Fair Labor Standards Act and the applicable provisions of the appropriate memorandum of understanding.

Full-time staff in the public service division shall be scheduled in the following manner:

- Staff will work alternate monthly schedules. For one month at a time, a portion of the staff will work Monday through Friday and a portion of the staff will work Tuesday through Saturday. On the first Monday of each month, the staff will switch schedules so that those staff who were working Monday through Friday the previous month will work Tuesday through Saturday the following month and vice versa. In some divisions (e.g., branch) some employees may work two Monday through Friday schedules in a row and rotate into a Tuesday through Saturday schedule on the third month. For the months of December and January, staff will work the same schedule for those months in order to switch monthly schedules every year so holidays can be equitably distributed.

- Each employees' monthly work schedule will be determined before Sunday schedules are created to give staff an opportunity to plan the Sundays for which they would like to sign up.

- Because these alternate monthly work schedules are being developed in an attempt to provide

staff with two days off in a row, there may be some days, such as Mondays, during which staff may work non-traditional business hours (e.g., 10:00 am - 7:00 pm) in order to provide adequate desk coverage.

- When staff is working a Tuesday through Saturday schedule, they may be required to work two (2) split weekends within each eight (8) week period.

- When a holiday falls on an employee's regular day off, the employee will be given 8 hours of holiday compensatory time off (CTO) in accordance with the Memorandum of Understanding (MOU). Use of CTO will follow guidelines set forth in the MOU.

- Part-time staff will work an equal number of Saturdays and Sundays as the full-time staff.

- These are the parameters within which the divisions will operate but there may be variations from division to division based on the needs of the Library.

- Fixed Tuesday through Saturday Schedules

    - At the employee's request, and with the approval of the Branch Supervisor and Manager, an employee may be exempted from the alternating work schedules and instead work a fixed Tuesday through Saturday schedule.

    - An employee who is working a fixed Tuesday through Saturday schedule may be returned to the alternating work schedule at the request of either the employee or of the Branch Supervisor of Manager. In that event, the employee will be returned to the alternating work schedule at either the next monthly rotation or the rotation following that.

The following designated holiday hours will apply to all library divisions:

- Easter Sunday - always closed.

- When Christmas, New Year's or July 4th fall on Saturday, Sunday or Monday - closed on Sunday.

- When Veteran's Day or Lincoln's Birthday fall on Sunday - closed on Sunday.

- When Christmas Eve and New Year's Eve fall on a Saturday or Sunday – closed on Saturday and Sunday. When Christmas Eve and New Year's Eve fall on a weekday (Monday-Friday), libraries close at 12:00 pm

- On Thanksgiving eve, libraries will close at 5:00 p.m.

- When Lincoln's Birthday, July 4th, Veteran's Day, Christmas and New Year's days fall on Saturday - closed on Saturday.

Sunday hours will be staffed in the following manner:

- Adequate staff to meet the needs of the community will be assigned. The Library shall attempt to staff all libraries with one-half (1/2) regular staff and one-half (1/2) extra help. At least one regular employee from the branch will be assigned. No section will be staffed by a Departmental Aide alone.

- Extra-help employees will be recruited and assigned to work Sunday hours on a regular basis.

- A sign-up for Sunday hours will be circulated every four (4) months for employees to volunteer for specific Sunday hours. Employees will indicate branch preferences and may sign up to work at other than their regularly assigned branch with appropriate training and supervisory approval.

- Any Sunday staff hours that have not been either assigned to extra-help employees or voluntarily assigned will be assigned on a mandatory basis. The criteria for assigning mandatory Sunday hours are: operation needs of the Library, indicated employee preferences and employee experience in the class. The Director or the Director's designee shall make all assignments and the Director's decision shall be final and not subject to further appeal or the grievance procedure.

- Mandatory Sunday hours will be equitably distributed for all appropriate classes of Library staff within each cluster group of branch libraries over each year of operation.

- After the posting of the next four (4) months Sunday schedule, employees may trade Sunday assignments with supervisory approval.

- Requests for religious exemptions from/accommodation for work schedules will be considered within the guidelines provided by County Counsel in accordance with applicable laws.

- Building supervision will follow branch lines of authority.

Employees will not be scheduled for split shifts except at the affected employee's request or as arranged with the employee. The Library will make every effort when operationally feasible to accommodate employee preference for days off.

FOR THE COUNTY:

Charmie Junn
Director of Human Resources

Date: 12/1/22

FOR THE UNION:

FOR Tiffany Crain, Esq. NATHAN HANSFORD
Chief Negotiator

Date: 10/31/2022

SIDE LETTER AGREEMENT

To the Memorandum of Understanding
Between the County of Solano and Service Employees International Union, Local 1021
Unit # 2

Nurse Practitioner Administrative Hours

This will confirm an understanding reached between the County of Solano (hereinafter referred to as the "County") and Service Employees International Union, Local 1021 (hereinafter referred to as the "Union"), representing Unit 2. Collectively, County and Union are hereinafter referred to as "the parties."

The Parties agree to meet and evaluate any current pilot program providing for administrative hours for Nurse Practitioners in the Department of Health and Social Services.

FOR THE COUNTY:

Charmie Junn
Director of Human Resources

Date: 12/1/22

FOR THE UNION:

FOR Tiffany Crain, Esq. NATHAN HANSFORD
Chief Negotiator

Date: 10/31/2022

SIDE LETTER AGREEMENT

To the Memorandum of Understanding
Between the County of Solano and Service Employees International Union, Local 1021
Unit # 2, 7, 9, 5, 8

Early Settlement Agreement

This will confirm an understanding reached between the County of Solano (hereinafter referred to as the "County") and Service Employees International Union, Local 1021 (hereinafter referred to as the "Union"), representing Units 2, 7, 9, 5, 8. Collectively, County and Union are hereinafter referred to as "the parties."

To encourage the early settlement of the successor collective bargaining agreement, upon the County's receipt of the signed, ratified Memorandum of Understanding, employees as of September 4, 2022 shall receive the following lump sum payment on the last paycheck in November 2022:

- If the Union returns the signed total tentative agreement to the Director of Human Resources on or before October 21, 2022, then employees shall receive a lump sum payment of one thousand dollars ($1,500).
- If the Union returns the signed, ratified Memorandum of Understanding to the Director of Human Resources after October 21, 2022 then there shall be no supplemental payment to employees under this Side Letter Agreement.
- The parties intend that the lump sum payment is not subject to CalPERS reporting of benefits.
- A part-time employee shall receive a pro-rata amount based on the employee's full-time equivalence.

FOR THE COUNTY:

Charmie Junn
Director of Human Resources

Date: 12/1/22

FOR THE UNION:

FOR

Tiffany Crain, Esq.
Chief Negotiator

Date: 11-4-22

SIDE LETTER AGREEMENT

To the Memorandum of Understanding
Between the County of Solano and SEIU, Local 1021
Units #2, 7, 9, 5, 8, 82, 87, 89, 90

Inflation Supplement

This will confirm an understanding reached between the County of Solano (hereinafter referred to as the "County") and SEIU, Local 1021 (hereinafter referred to as the "Union"), representing Units 2, 7, 9, 5, 8, 82, 87, 89, 90. Collectively, County and Union are hereinafter referred to as "the parties."

As an additional recognition for employees earning an annual base salary of $85,000 or less, the County will provide an inflation supplement of eight hundred fifty dollars ($850.00) in the second pay period of November 2023. To qualify for this one-time lump sum bonus, employees must be (1) employed by the County and earning an annual base salary of $85,000 or less on October 1, 2022, and (2) remain continuously employed by the County through the second pay period in November 2023.

FOR THE COUNTY:

Charmie Junn
Director of Human Resources

Date: 12/1/22

FOR THE UNION:

Tiffany Crain, Esq.
Chief Negotiator

Date: 11-4-22

Side Letter Agreement
Between the County of Solano and the Service Employees International Union, Local 1021

This will confirm an understanding reached between the County of Solano (County) and the Service Employees International Union, Local 1021, representing Units 2, 7, 9, 5 collectively, "the parties" and supersedes the Side Letter Agreement signed 12/1/22.

1. The parties agree that the County, within its sole discretion, may provide new Nurse Practitioner/Physician Assistants (hereafter "NP/PA") recruits hired to work in the Family Health Services division, who are not already employed within the immediate Partnership HealthPlan of California (PHC) network (which includes the following counties: Del Norte, Humboldt, Siskiyou, Lassen, Modoc, Mendocino, Trinity, Sonoma, Marin, Solano, Yolo, Shasta, Lake, Napa) with:

   a. An up to a $50,000 recruitment/retention stipend in exchange for a 60-month minimum employment commitment. Total and annual recruitment/retention stipends over the 60 months are based on PHC's total and annual approved amounts. Payout for full time NP/PA's of PHC approved recruitment/retention stipend of up to $50,000 are as follows: up to $10,000 first year (50% of approved first year stipend within 30 days of completion of Plan credentialing, 50% of approved first year stipend at completion of 12 months of practice); up to $10,000 at completion of 24 months of practice; up to $10,000 at completion of 36 months practice; up to $10,000 at completion of 48 months of practice; and up to $10,000 at completion of 60 months of practice.

   b. If the employment relationship between the County and the eligible NP/PA ends during the first 12 full months, then the NP/PA is no longer eligible for the stipend paid at completion of Plan credentialing and shall repay to the County on a prorated 8.333% per month basis based on PHC grant rules.

   c. The recruitment/retention stipend will be prorated based on the employee percentage of full-time that they will be providing direct patient care for PCP and/or perinatal/women's health services in an outpatient setting, and labor and delivery. An eligible employee who works less than full-time shall receive a pro-rata stipend payment subject to the same terms and conditions set forth above. For example, a PA/NP that is a .80 FTE would be eligible for a $40,000 stipend.

   d. Changes to the employee's FTE may impact the receipt of the stipend and/or the amount of the stipend based on PHC grant rules and requirements.

   e. Up to $5,000 reimbursement for actual moving expenses incurred to move extended family (limited to one parents/or parent in-laws) to Solano County after the employee has been employed with the County for at least 12 months.

2. The parties agree that the County, within its sole discretion, may provide new Licensed Clinical Social Worker, Licensed Marriage and Family Therapist, Licensed Professional Clinical Counselor, Licensed Clinical Psychologist recruits hired to work in the Family Health Services division, who

are not already employed within the immediate PHC network (which includes the following counties: Del Norte, Humboldt, Siskiyou, Lassen, Modoc, Mendocino, Trinity, Sonoma, Marin, Solano, Yolo, Shasta, Lake, Napa) with:

a. An up to $20,000 recruitment/retention stipend in exchange for a 24-month minimum employment commitment. Payout for full time recruitment/retention stipend of $20,000 is as follows: 25% of the PHC approved stipend at time at time of credentialing with Carelon and/or PHC within six months of employee's start date, 25% at 12 months of employment and 50% of the stipend at 24 months of employment.

b. To qualify, candidates must have one of the below skills/specialties (verified through a variety of means as determined by PHC):

    i. Bilingual in Spanish or another language needed within the PHC network;
    ii. From or connected with a culturally, ethnically, or racially underrepresented community;
    iii. One year (500 hours) experience utilizing or applying the methodology for, but not limited to:
        1. Family Based Therapy (FBT) (Family Systems Certificate plus 500 hours experience)
        2. Dialectical Behavioral Therapy (DBT) (minimum 9-hour training plus 500 hours experience)
        3. Cognitive Behavioral Therapies (e.g., CBT, relapse prevention, seeking safety) (minimum 9-hour training plus 500 hours experience)
        4. Eating Disorders (500 hours experience)
        5. Experience with providing services to gender minority clients (500 hours experience)
        6. Proof of training by employee will include providing a certificate/CEU's for proof of training(s)

c. Recruitment/retention stipend amount will be prorated based on percentage of full time the employee is providing direct patient care. For example, a behavioral health recruit that is a .80 FTE would be eligible for a $16,000 recruitment/retention stipend.

3. The parties agree that the County, within its sole discretion, may provide new Certified Drug Counselor recruits hired to work in the Family Health Services division, who are not already employed within the immediate PHC network (which includes the following Counties: Del Norte, Humboldt, Siskiyou, Lassen, Modoc, Mendocino, Trinity, Sonoma, Marin, Solano, Yolo, Shasta, Lake, Napa) with:

a. An up to $4,000 recruitment/retention stipend (up to $5,000 if bilingual in Spanish or another language needed within the PHC network) in exchange for a 12-month minimum employment commitment. Payout for full time recruitment/retention stipend is as follows: 50% at time of credentialing with PHC within 6 months of employee's start date and 50% at 12 months of practice.

b. To qualify, candidates must be:

   a. Certified in good standing through any of the three-DHCS (Department of Health Care Services) recognized certification agencies (CAADE, CADTP, CCAPP)
   b. Certified counselors (in place practicing registered counselors who become certified or candidates hired as certified counselors would qualify for support; Registered drug counselors are not eligible for support)
   c. Plan to be credentialed to provide SUD Services in PHC's Wellness and Recovery Program for Solano County
   d. Recruitment/retention stipend amount will be prorated based on percentage of time the candidate will working on wellness and recovery.
   e. Recruitment/retention stipends are prorated on a case-by-case basis based on a candidate's percentage of full-time that they will be providing direct patient care. For example, a certified bilingual drug counselor employee that will be providing direct patient care at .80 FTE would be eligible for a $4,000 recruitment/retention stipend of (.80 x $4,000 = $3,200). Backup documentation may be required.

The parties understand and agree that the payment of the recruitment/retention stipends(s) is subject to the PHC grant rules and requirements, which are subject to change. The parties further acknowledge that funding availability through the PHC grant is subject to change or may be discontinued with little advanced notice to the County. If that happens the County shall no longer be obligated to pay the stipends. The County may increase or decrease the amounts of the stipends based on grant rules.

This Side Letter of Agreement will expire upon expiration of the Memorandum of Understanding, October 25, 2025.

For the County

Debbie Vaughn
Interim Director of Human Resources

12-12-23
Date

For SEIU Local 1021

Arlene Taylor
SEIU Local 1021

Dec 11, 2023
Date