

MEMORANDUM OF UNDERSTANDING

For

**Solano County Deputy Sheriff's
Association
Unit #4**

December 31, 2017 through December 30, 2019

MEMORANDUM OF UNDERSTANDING
Unit #4, Law Enforcement Supervisors

Table of Contents

1. RECOGNITION 6
1.1 Union Recognition 6
1.2 County Recognition 6

2. TERM..... 7

3. UNION SECURITY AND UNION RIGHTS 7

4. COUNTY MANAGEMENT RIGHTS 9

5. SALARIES..... 10
5.1 Salary Ranges and Pay Date 10
5.2 Pay for New Employees..... 10
5.3 Salary Upon Reemployment 10
5.4 Merit Increases within Grade..... 11
5.5 Salary Upon Promotion..... 13
5.6 Salary Upon Transfer 13
5.7 Salary Upon Demotion 13
5.8 Salary Upon Reclassification 14
5.9 Longevity Pay 15
5.10 Working Out of Class 15
5.11 Changes in Salary Allocation..... 16
5.12 Overpayment / Underpayment 16

6. BENEFITS..... 18
6.1 Medical Insurance 18
6.2 Retiree Medical Insurance 19
6.3 Cafeteria Plan..... 19
6.4 Dental Insurance 20

6.5	Vision Insurance	21
6.6	Life Insurance	21
6.7	Deferred Compensation	22
6.8	Short Term Disability Insurance	22
6.9	Long Term Disability Insurance	22
6.10	Retirement.....	22
6.11	Social Security and Medicare	25
6.12	Tuition Reimbursement Program.....	25
6.13	Uniform Allowance	28
6.14	Personal Effects Damage Reimbursement.....	29
6.15	Limited Extra Help Benefits	30
7.	WORKERS' COMPENSATION	31
7.1	Workers' Compensation	31
7.2	Temporary Modified Duty Assignments	32
8.	INCENTIVES AND DIFFERENTIALS.....	33
8.1	Bilingual Pay.....	33
8.2	Call Back and Standby Pay Differential	35
8.3	Shift Differential	36
8.4	Court Time	36
8.5	Career Incentive	36
9.	VACATION.....	36
10.	SICK LEAVE	38
11.	LEAVE CONTRIBUTION PROGRAM.....	41
11.1	Eligibility for Leave Contribution Program.....	41
11.2	Benefits of the Leave Contribution Program	41
11.3	Guidelines for Donation of Leave Credits to the Leave Contribution Program.....	41
12.	BEREAVEMENT LEAVE	42

- 13. OTHER LEAVES 43**
 - 13.1 Maternity Leave 43
 - 13.2 Family and Medical Leave..... 43
 - 13.3 Jury Duty..... 44
 - 13.4 Time Off for Blood Donation 44
 - 13.5 Time Off for Promotional Examination..... 44
 - 13.6 Military Leave of Absence..... 44
 - 13.7 Leave of Absence without Pay 45

- 14. HOLIDAYS 46**
 - 14.1 Holiday Compensation..... 46
 - 14.2 Holidays 47

- 15. PROBATIONARY PERIOD 49**
 - 15.1 Probationary Period 49
 - 15.2 Rejection of Employee During the Probationary Period 49
 - 15.3 Retreat to Vacant Positions..... 50

- 16. LAYOFF 51**

- 17. This Section Reserved for Expansion..... 51**

- 18. DISCIPLINARY ACTION 51**
 - 18.1 Discipline Defined 51
 - 18.2 Disciplinary Action Procedure..... 51
 - 18.3 Disciplinary Action Appeal Process – Appeal to the Civil Service Commission 52
 - 18.4 Disciplinary Action Appeal Process – Not to the Civil Service Commission 52

- 19. GRIEVANCES..... 54**
 - 19.1 Grievance Definition..... 54
 - 19.2 Grievance Purpose 54
 - 19.3 Grievance Steps 54
 - 19.4 Grievance Timelines 57
 - 19.5 Scope of Grievance Decisions 57

19.6 Compensation Complaints 57

19.7 County Code and Civil Service Commission 58

20. HOURS OF WORK AND OVERTIME..... 58

20.1 Hours of Work 58

20.2 Overtime 60

20.3 Assignment Rotation..... 61

21. NO STRIKE / NO LOCKOUT 64

22. OTHER PROVISIONS 65

22.1 Conflict of Interest 65

22.2 Personnel Files 65

22.3 Joint Labor Management Committee..... 66

23. SEVERABILITY 66

24. FULL UNDERSTANDING..... 66

Appendix A 69

Appendix B 70

Appendix C 71

Appendix D 72

MEMORANDUM OF UNDERSTANDING
Unit #4, Law Enforcement Supervisors

This **AGREEMENT**, hereinafter referred to as the Agreement, entered into by the **COUNTY OF SOLANO**, hereinafter referred to as the County, and **SOLANO COUNTY DEPUTY SHERIFF'S ASSOCIATION**, hereinafter referred to as the Union, Association, has as its purpose the promotion of harmonious labor relations between the County and the Association; establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of rates of pay, hours of work, and other conditions of employment.

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

The legal relationship between the Solano County Deputy Sheriff's Association ("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

Solano County recognizes the Solano County Deputy Sheriffs' Association, (hereinafter designated as "Union") as the exclusive bargaining organization for all permanent full and permanent part-time employees in the following unit:

Unit #4 – Law Enforcement Supervisors

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

1.2 County Recognition

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

2. TERM

This Memorandum of Understanding will be in effect on December 31, 2017, except those provisions that have been assigned other effective dates and will remain in effect to and including December 30, 2019. Thereafter, this Memorandum of Understanding will continue in effect from year to year unless at least one hundred fifty (150) days before December 30, 2019 or before the seventh day of July of any subsequent year, either party notifies the other in writing of its desire to amend, modify, or terminate this Memorandum of Understanding.

3. UNION SECURITY AND UNION RIGHTS

- 3.1 The County agrees to provide employees with a payroll deduction option for the payment of dues to the Union.
- 3.2 Any Unit employee currently employed or hired after the date of ratification of this agreement and adoption by the Board of Supervisors may sign up for Payroll Deduction on the Maintenance of Membership Form only (**Appendix "C"**). If the Unit employee opts for such deduction, it is understood that the dues will be deducted for the duration of this agreement, or until the last day of the full pay period of the calendar month following the transfer of the employee to a unit represented by another recognized employee organization or to a class not contained in a representation unit, whichever occurs first. Unit employees are free to discontinue dues deduction by notifying the Payroll Bureau of the Auditor-Controller's Office, in writing, during the month of May, for effectivity beginning with the following July deductions.
- 3.3 Dues deductions shall be made to the extent that net pay is available after mandatory deductions have been made from the gross pay of any pay period. Mandatory deductions include PERS, State and Federal Taxes, F.I.C.A., garnishments, etc.
- 3.4 It is understood that employees are free to authorize dues deduction at any time. However, employees may not discontinue membership during the term of the Memorandum of Understanding, except as otherwise provided in this section.
- 3.5 Dues deduction shall not be retroactive.
- 3.6 The County will not deduct any Union fines, penalties, or special assessments from the pay of any employees.
- 3.7 It shall be the sole responsibility of the Union to procure and enforce payroll deductions of dues from Unit employees, and to see that the necessary form is

properly completed and delivered to the County Payroll Bureau of the Auditor-Controller's Office.

- 3.8 The County will provide a list of employees newly hired into regular positions to the Union on at least a monthly basis.
- 3.9 The Union shall indemnify, defend and hold the County of Solano, its officers, officials, agents and employees, harmless against any claim, demand, suit or liability (monetary or otherwise) and for all legal costs arising from any action taken or not taken by the County, its officials, agents and employees in complying with this agreement. The Union shall promptly refund to the County any funds received in accordance with this agreement, which are in excess of the amount of dues, which the County has agreed to deduct.
- 3.10 Human Resources New Employee Orientation
 1. A representative of the Recognized Employee Organization (Union) shall be permitted twenty (20) minutes to meet with employees of the bargaining unit at the beginning of the New Employee Orientation conducted by Human Resources (HR).
 2. The County shall advise the employee organization of the dates and times at which the Union Representative can present to employees covered by their bargaining unit. Such notice shall be provided no later than ten (10) days before the scheduled orientation.
 3. The Union Representative shall advise the County ten (10) days prior to the scheduled HR New Employee Orientation if it will be meeting and presenting information to the employees. Failure to provide notice of its intent to present will result in the Union waiving its right to present at the meeting.
 4. No later than two (2) days prior to any scheduled New Employee Orientation for which the Association has provided notice of its intention to present, the County shall provide a list to the Association that includes the names, job titles, and departments of all new employees within the bargaining unit who are expected to attend the orientation.
 5. If the Union representative is not available to present at its designated time slot, the Union will be deemed to have waived its right to present at that meeting. No additional time or rescheduling will be afforded.
 6. If multiple Unions attend HR's New Employee Orientation, each Union will meet with employees of the bargaining group at the same time. Separate meetings rooms may be provided but are not guaranteed; however, groups will be divided

- into “break-out” sessions in the room and/or close proximity to the room scheduled for new employee orientation.
7. The employees shall have the sole option to meet with the Union during this time or may take the time to review County policies or other materials as provided by the County associated with the new employee orientation.
 8. The Union agrees to stay within its designated time period and will not cause a delay to the new employee orientation schedule. For example, if the Union representative is scheduled to present from 9:15a.m.-9:30a.m., and s/he arrives at 9:20a.m., the Union representative shall have from 9:20a.m. - 9:30a.m. to present. If the Union representative arrives at 9:35, s/he will have waived their opportunity to present to the group. No additional time or rescheduling will be afforded.
 9. The Union may provide copies of Union materials to employees within its bargaining unit during HR’s New Employee Orientation. The Union is responsible for producing, copying and distributing materials to employee. If the Union Representative confirms its attendance at the meeting, this provision shall relieve the County from any other provision requiring the County to distribute Union materials.
 10. The Union may discuss only the following topics during the new employee orientation:
 - a. The structure of the Union
 - b. How to contact the Union and/or Union stewards
 - c. Union’s role in collective bargaining
 - d. Benefits of Union membership
 11. The Union agrees to not disparage the County and/or its supervisors or management during this meeting.

4. COUNTY MANAGEMENT RIGHTS

It is the exclusive right of the County to determine the mission of each of its constituent departments, boards, and commissions, set standards of services to be offered to the public, and exercise control and discretion over its organization and operations. The exclusive rights of the County also include, but are not limited to the right to direct its employees; to hire, promote, demote, transfer, assign, classify, layoff and retain employees in positions within the County; to take

disciplinary action against its employees for just cause; to determine the methods, means and personnel by which the County's operations are to be conducted; to determine its budget, organization, and merits, necessity and level of any activity or service provided to the public, and to take whatever action is necessary and level of any activity or service provided to the public, and to take whatever action is necessary in emergency situations.

The exercise of such rights shall not preclude employees or their representatives from meeting and conferring in advance with management representatives about the practical consequences that decisions on these matters may have on wages, hours, and other terms and conditions of employment.

5. SALARIES

5.1 Salary Ranges and Pay Date

Salary ranges for classifications represented by the 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 grade in effect for the particular class of position to which the appointment is made. The department head/appointing authority may authorize that a particular position be filled at step one, two or three following guidelines issued by the Department of Human Resources. Requests for appointment at step four or five must be approved by the Director of Human Resources.

5.3 Salary Upon Reemployment

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

3. Completes a new probationary period; and
4. Either did not withdraw from PERS or “bought-back” his/her County PERS service credits, shall, upon approval by the Director of Human Resources, have continuous service credited to him or her for purposes of vacation and longevity pay eligibility. Prior service restored shall not apply toward seniority for lay-off purposes, floating holidays, step raise eligibility, or any benefit other than vacation and longevity eligibility.

5.4 Merit Increases within Grade

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 the Director of Human Resources or his/her designee. The merit increase shall consist of one step on the salary schedule for the class.

A performance evaluation must be submitted within six (6) pay periods following the employee’s performance evaluation eligibility date. If the supervisor fails to render a performance evaluation within the specific timeframe, then the employee shall receive, if available, a salary step increase.

Every employee in a regular position hired or promoted into classifications in this unit **before November 23, 2010**, shall have a merit increase eligibility date, which shall be the first day of the pay period following completion of the number of full pay periods of service indicated in the chart below.

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

The merit increase eligibility dates for all employees hired or promoted into classifications in this unit **on or after November 23, 2010**, shall be the first day of the pay period following completion of 26 full pay periods as indicated in the chart below.

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

If an employee begins employment on the first working day of a pay period, it shall be considered for purposes of this Section that such employment began on

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

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

In addition to the above provision, and as an exception to **Section 12.G**, if an employee is off work for a leave of absence with or without pay, exceeding seven (7) consecutive calendar days, within the first three (3) years of employment with the County, except for administrative leave with pay as a result of an investigation, the employee's merit increase eligibility date shall be deferred by an amount equal to the number of full pay periods the employee was off on such leave.

- A. An employee in a regular part-time position shall be treated identically to the employee in the regular full-time position; except, that he/she shall be granted merit increases in the same proportion as the employee's hours of work relate to the hours of work of a regular full-time position.
- B. An overall evaluation of either unacceptable or improvement needed requires a performance re-evaluation no later than seven (7) pay periods following the scheduled merit increase eligibility date. If the employee shows no improvement, the appointing authority will comment on any action to be taken. Such evaluation shall be on forms and under procedures prescribed by the Director of Human Resources.
- C. Merit Increase Deferral: If, in the department head's (or designee's) judgment, the employee's performance does not merit a salary increase on the merit increase eligibility date, and a deferment of a decision accompanied by an effort at improved performance might be productive, the department head or designee shall complete the structured merit rating and defer a decision regarding the merit increase any number of pay periods, but not to exceed thirteen (13) pay periods. A merit increase may be deferred only once for any given step on the grade for the class. The responsibility for reopening the matter by submitting another merit rating and recommendation shall lie with the department head. The employee must be re-evaluated seven (7) pay periods following the scheduled merit increase eligibility date, but in any event, the merit increase must be granted or denied prior to the deferment date, supplemented by a structured merit rating, which has been discussed with the employee. The

employee's merit increase eligibility date shall not be changed by such deferment.

- D. 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.)
- E. If an employee's merit increase eligibility date is overlooked through an error, and upon discovery of the error, the employee is recommended for merit increase, the Auditor-Controller shall compensate the employee for the additional salary he/she would have received dating from the merit increase eligibility date.

5.5 Salary Upon Promotion

Any permanent probationary or limited term employee who is promoted to a position in a class with a higher salary range (top step) shall receive the recruiting salary for the class or such higher amount as would constitute at least a five percent (5%) increase over the salary received prior to the promotion, not to exceed the top step of the classification. For purposes of this section, the term "salary received prior to the promotion" means the employee's salary plus P.O.S.T. Career Incentive Pay up to a maximum of the value provided for the Intermediate certificate. The effective date of all promotions shall coincide with the first day of the pay period.

5.6 Salary Upon Transfer

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

5.7 Salary Upon Demotion

- A. When a permanent employee is demoted for reasons of unsatisfactory performance, the employee's salary shall be reduced one step, or he/she shall receive the maximum salary step of the new class, whichever is lower. Merit increase eligibility date shall be the first day of the pay period following completion of the number of pay periods service corresponding to the required period of service as is governed by the Memorandum of Understanding.
- B. If a permanent employee in good standing is demoted as an accommodation for ADA purposes or reasons other than unsatisfactory performance, he/she shall receive the highest salary in the new

classification that does not exceed his/her rate of pay immediately prior to demotion. The merit increase eligibility prior to demotion shall be retained.

When a probationary employee is demoted to a class not previously occupied by the employee, he/she shall receive the recruiting salary for the lower class and shall receive a new merit increase eligibility date as provided by the provisions of this Memorandum of Understanding.

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

5.8 Salary Upon Reclassification

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

- 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, reclassification shall be considered to be a promotion.
- 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 Pay

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

5.10 Working Out of Class

- A. A working out-of-class assignment occurs when an employee receives a formal, written assignment by a department head to perform all of the work characteristics of a higher paying classification. With prior approval from the Director of Human Resources, a department head may assign an employee the duties of another vacant position in a higher classification which (a) is specifically allocated to the department, and (b) will require the duties of the position to be performed by the individual for a period of not less than two (2) pay periods. Such temporary assignment shall not be considered a promotion. That individual the employee shall receive the recruiting salary for the class or such higher amount as would constitute at least a one (1) step increase on the grade over the salary received prior to the assignment not to exceed the top step of the new grade. Such compensation shall begin on the first working day of the third pay period the employee works out-of-class.
- B. If the employee is eligible for a merit increase in the class occupied prior to the temporary assignment, such employee will be eligible for a rate increase on the temporary assignment class grade provided; however, such increase in the prior class would result in more than the rate being earned on temporary assignment.

5.11 Changes in Salary Allocation

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

5.12 Overpayment / Underpayment

- A. This provision applies when the Auditor-Controller determines that an error has been made to the employee's earnings, taxes, deductions or accrued leaves. In such cases, the County, for purposes of future compensation, shall adjust such earnings, taxes, deductions, or accrued leaves to the correct rate. The Auditor shall give written notice to the employee of the error, which shall include the option to meet with the Auditor to discuss the over/underpayment. As used in this section:
- B.
 - 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.
- C. In the case of an overpayment of earnings or under withheld taxes or deductions, the employee shall reimburse the County. The employee has the following options for reimbursement:
1. Full payment through a payroll adjustment if total amount of reimbursement does not exceed biweekly earnings.
 2. Full payment by personal check, money order, or cashier’s check if total amount of reimbursement exceeds biweekly earnings.
 3. For installments made through payroll, the number of installments shall not exceed the number of pay periods over which the error occurred.
 4. An alternative method mutually agreed upon by the employee and the Auditor-Controller.
- D. In the case of a leave accrual error which results in an overpayment, reimbursement may be made through one (1) of the following methods as mutually agreed to by the employee and the Auditor-Controller:
1. Full payment through a payroll adjustment if total amount of reimbursement does not exceed biweekly earnings.
 2. Full payment by personal check, money order, or cashier’s check if total amount of reimbursement exceeds biweekly earnings.
 3. For installments made through payroll, the number of installments shall not exceed the number of pay periods over which the error occurred.

4. An alternate method mutually agreed upon by the employee and the Auditor-Controller.
- E. 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.
- F. In the case of an underpayment, the County will pay the employee a one-time adjustment through payroll. The limit described in number 7 of this section shall not apply to underpayments.
- G. 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.
- H. 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.
- I. 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.
- J. The provisions of this section apply only to errors involving earnings, over payment, taxes, deductions, and accrued leave. No provision of this section shall preclude the correction or recovery of past errors (overpayments or other losses) which were the result of other matters.
- K. Any disagreement concerning actions taken under this sub-section may be referred to the grievance procedure contained in this MOU.

6. BENEFITS

6.1 Medical Insurance

Regular 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.

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 PERS.

6.3 Cafeteria Plan

Effective with coverage effective January 1, 2017, the County’s contribution toward the cafeteria plan, as historically administered, shall be set at 75% of the 2017 PEMHCA Bay Area Kaiser Permanente family rate minus the PEMHCA MEC.

Effective the latter of December 31, 2017 or the beginning of the first pay period following adoption of the 2017 collective bargaining agreement, the County’s contribution to the cafeteria plan shall be set at seventy-five percent (75%) of the 2018 PEMHCA Bay Area Kaiser Permanente family rate minus the PEMHCA MEC.

Effective with coverage effective January 1, 2019, the County’s contribution toward the cafeteria plan will be seventy-five percent (75%) of the 2019 PEMCHA Bay Area Kaiser Permanente family rate minus the PEMHCA MEC.

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

An employee who has unused (unspent) cafeteria plan contributions shall retain those contributions as additional earnings (wages), but only to a maximum of \$334.58 per month.

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

A regular or limited term part-time employee shall receive a pro-rata amount of the total sum of the PEMHCA MEC and the cafeteria plan of the full-time employee contribution 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, with the first pay period following adoption of the 2017 collective bargaining agreement, an employee enrolled in PEMHCA for “employee plus two or more dependents” shall receive a County contribution of fifty dollars (\$50.00) per month into the Cafeteria Plan. Said employee may use this County contribution for health insurance premium conversion, health care reimbursement account, and/or dependent care reimbursement account. In the absence of a cafeteria plan election form, the County contribution shall be used for health insurance premium conversion. This County contribution shall sunset at the end of the pay period which includes the expiration of this agreement.

Health Care Reimbursement Account: During an annual open enrollment period (normally November), an employee may elect to enter into a salary reduction agreement with the County whereby the County will direct the amount of the salary reduction on a pre-tax basis into the employee’s Health Care Reimbursement Account (“HCRA”). The employee’s election is irrevocable until the next open enrollment period, except on the occurrence of a qualifying event specified in the County’s Plan Document. The employee will forfeit all unused funds remaining in his/her HCRA at the end of the plan year or at the end of the grace period, if any, allowed under the County’s Plan Document, whichever is later. During the period allowed under the Plan Document, the employee may use the funds in his/her 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 his/her 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 his/her 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 first of the month following six (6) months of continuous service with the County. Effective beginning the latter of full adoption of the collective bargaining agreement or the pay period which includes November 1, 2016, the eligibility period for the dental insurance shall begin 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 his/her 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 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 on behalf of each regular or limited-term full-time employee and his/her 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 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 \$5 five dollars (\$5.00) a pay period to the deferred compensation account of any County employee who is actively enrolled in the deferred compensation program.

6.8 Short Term Disability Insurance

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

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

For full safety employees required by law to participate in the PEPRA tier, the PEPRA established a pension formula of 2.7% of pensionable compensation for each qualifying year of service at the normal retirement age of fifty-seven (57) years. For purposes of this formula, PERS will calculate an eligible retiree's pension based on the average annual pensionable compensation earned by the member during the thirty-six (36) consecutive month period immediately preceding retirement (or date of last separation from service if prior to retirement) or any other period of thirty-six (36) consecutive months during the member's applicable service that the member designates.

D. Disputes Over PEPRA.

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

E. Pre-PEPRA Tier 1.

The County's contract with the Public Employees' Retirement System provides 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.

The County's contract with the Public Employees' Retirement System provides full Safety Retirement (3% @ age 50) for employees in the bargaining unit who are not required by law to participate in the PEPRA Tier and who are not participants in the formula described in **6.10.F** below.

F. Pre-PEPRA Tier 2

The County amended its contract with CalPERS to provide employees hired on or after May 4, 2012 in bargaining unit classifications with a Miscellaneous 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.

The County amended its contract with CalPERS to provide employees hired on or after January 17, 2011 in bargaining unit classifications with a full Safety Retirement formula of 3% @ age 55 in lieu of the 3% at 50 formula described in subsection **6.1.E** above. This provision applies to employees who are not eligible under the County's contract with PERS to participate in the pension tier described in paragraph **6.10.E** above and who are not required by law to participate in the PEPRA tier described in paragraph **6.10.C** above.

G. Employee Payment of PERS Member Contributions.

1. PEPRA Member Contributions.

Members of the PEPRA Tier will contribute toward the PEPRA Tier 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 will contribute in full the applicable PERS member contribution by payroll deduction.

3. Employee Payment For Pre-PEPRA Formula Enhancement.

The County amended its contract with PERS to provide for the above-referenced pre-PEPRA Tier I retirement formulas. The cost of this benefit was established by PERS. 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 (July) the County will calculate the amount due for the subsequent 26 pay periods, based on the formula presented during negotiations (see **Appendix D**).

4. Pre-Tax Treatment PERS Member Contributions.

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

6.11 Social Security and Medicare

Employees represented by this bargaining unit who participate in the non-safety (miscellaneous) PERS plan have coverage under the federal Social Security system. The Social Security system requires contributions by both the employee and the employer in accordance with schedules provided by the federal government.

Employees represented by this bargaining unit who participate in the safety PERS plan do not have coverage under the federal Social Security system.

All employees represented by this bargaining unit participate in the Medicare program. The Medicare program requires contributions by both the employee and the 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 classroom courses, which will prepare them in new concepts and methods in their occupational fields and prepare them to meet the changing demands of their jobs.

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 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 Veterans Affairs or the Commission on Peace Officers, Standards and Training.

C. Policy for Tuition Reimbursement

1. Courses must be job related to the position held. With prior approval, General Education courses required for a job-related degree program shall be eligible for reimbursement.
2. Courses must be taken for credit; audited courses will not be reimbursed.
3. Courses must be taken at accredited institutions. Correspondence courses from reputable institutions will be considered only when equivalent courses are not available at local accredited schools, or when the employee's circumstances prevent him/her from attending local courses.
4. Prerequisite courses for eligible courses or courses, which are required for the completion of a specific program, are also eligible for tuition reimbursement. However, reimbursement shall not be made until the appropriate eligible courses have been satisfactorily completed.
5. Courses are not eligible for tuition reimbursement if they:
 - a. Are taken to bring unsatisfactory performance up to an acceptable level.
 - b. Are taken to acquire skills or knowledge, which the employee was deemed to have when appointed.
 - c. Duplicate in-service training which is available.
 - d. Duplicate training which the employee has already had.
6. Conventions, workshops, institutes, etc., are not included in the Tuition Reimbursement Program. Departments shall continue to use their conference and convention funds and make their requests in conformance with the policy of the Board of Supervisors.

7. Reimbursement shall be subject to certification by the department concerned that the course of study is directly related to the work of the employee and subject to the approval of the Director of Human Resources.
8. Requests for reimbursement must be approved before the course is undertaken.
9. Reimbursement shall be made only upon presentation of evidence of payment for and successful completion of courses (as evidenced by a grade of "C" or its equivalent) and a satisfactory (standard or above) current performance evaluation.

D. Nature of Reimbursement

1. Reimbursement may be made in the amount of fifty percent (50%) of actual out-of-pocket expenditures for tuition, registration fees, laboratory fees and required textbooks. Other related expenses and incidental costs are not reimbursable.
2. Reimbursement shall be limited as follows:
 - a. No employee shall be reimbursed for more than two (2) courses in a single semester or quarter.
 - b. The maximum reimbursement that may be received by an employee in one fiscal year shall be four hundred dollars (\$400).
 - c. An employee shall be reimbursed for expenses totaling five dollars (\$5.0) 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 apply for Tuition Reimbursement through such supervisory channels as are designated by the head of his/her department, on forms provided by the Director of Human Resources.
2. The employee's department head shall either recommend approval of the request or deny it, based on the criteria set forth in this

policy. If the department head recommends approval, he/she shall forward the application to the Director of Human Resources.

3. The Director of Human Resources shall evaluate the request for reimbursement and approve or deny the request.
4. An employee may appeal denial of the request by the department head to the Director of Human Resources and the Director of Human Resources' decision to the Civil Service Commission, which shall make a final decision to approve or deny the request.
5. 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 Department of Human Resources. The employee shall also present evidence of payment of required textbook costs.
6. The department head may require that the employee evaluate the course in writing and forward such evaluation to the Department of Human Resources through normal supervisory channels.
7. Upon being informed or certification by the Department of Human resources, the Auditor-Controller shall issue a warrant to the employee for reimbursement.

F. Continued Service Requirement

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

The County agrees to provide an annual uniform allowance of \$1200 to Sergeant-Sheriff Classifications for the term of this contract, payable the last pay day in September.

An advance uniform allowance is paid in September for the fiscal year beginning the previous July through the following June. (i.e., In September 2010, the uniform allowance received will be for the fiscal year July 2010 – June 2011). Employees entitled to the uniform allowance who begin their employment with

the County after the first full pay period in September will receive their uniform allowance for that fiscal year the next September prorated by the number of pay periods actually worked. (Example: and employee who works 19 out of 26 pay periods in a fiscal year would receive 73% of the uniform allowance for that year.) If an employee leaves the County after receiving an advance uniform allowance for that fiscal year, a prorated amount based on the remaining pay periods will be deducted from the terminating employee's last paycheck.

Employees are responsible for the purchase, maintenance, and replacement of their uniforms; uniform shirts, pants, jackets, socks, boots/shoes, Class "A" jacket, Class "A" hat. Uniforms damaged on duty shall be repaired or replaced at the discretion of the Sheriff's Office.

All law enforcement personnel will be issued safety equipment as listed below:

Body Armor, holster for the departmentally issued weapon, magazine holder for the departmentally issues weapon, Sam Brown belt, belt keeper, handcuffs, handcuff case, PR-24 baton, baton holder, and flashlight and radio holder.

Uniforms and safety equipment shall meet departmental specifications and standards of appearance and be in good working order. Employees who leave the County shall return all issued safety gear to their respective department.

The County agrees to provide a \$600 annual equipment allowance to employees in the class of District Attorney Investigator- Supervising and Welfare Fraud Investigator – Supervising.

6.14 Personal Effects Damage Reimbursement

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

To qualify for reimbursement, the officer must file a request to include a complete report detailing the events that cause the damage, citing witnesses, if any, and presenting the physical evidence of damage to the immediate supervisor. Such a report must be submitted as soon as possible after the damage occurs and no later than the end of the assigned shift on which the damage occurs. The immediate supervisor will survey the damaged property; review the report; and make a recommendation to the Sheriff or District Attorney on whether or not reimbursement is to be made. The final decision will be made at the sole discretion of the department head, as appropriate.

Reimbursable Items	Maximum Amount
Sheriff, D.A., or Welfare Fraud approved optional Personal Weapon	\$100.00
Wrist Watch	\$75.00
Prescription Lenses*	\$50.00 per lens
Prescription Glasses Frames*	\$250.00
Hearing Aid*	\$300.00
Dentures	\$240.00/plate

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

To obtain reimbursement once eligibility has been established, the officer must submit a copy of the paid bill for repair or replacement of the item within 15 working days after submission of the request for reimbursement. The bill must clearly indicate it has been paid and must be dated. The date must be within the calendar dates between the date of the request for reimbursement and the date of the 15th working day.

6.15 Limited Extra Help Benefits

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

- A. Employees appointed to extra-help positions created with the intent that said positions will become full-time regular positions may, upon approval by the Director of Human Resources, receive up to a maximum of one year accrual, the following benefits granted full-time permanent and probationary employees:
 - 1. Vacation accrual
 - 2. Sick leave accrual
 - 3. Credit for merit increases as provided in this Memorandum of Understanding

- B. Extra help employees in classifications which would have been governed under this collective bargaining agreement if they had been permanent positions, and which later become full-time regular employees under this Memorandum of Understanding may, upon approval by the Director of Human Resources, retroactively to a maximum of one year, but in no

event prior to October 13, 2013, receive the following benefits granted full-time permanent and probationary employees:

1. Vacation accrual
 2. Sick leave accrual
 3. Credit for merit increases as provided in this Memorandum of Understanding
- C. The calculations for the benefits in paragraphs **6.15A** and **6.15B** will be based on the extra help service rendered to a maximum of one year immediately prior to the extra help conversion.

7. WORKERS' COMPENSATION

7.1 Workers' Compensation

- A. In accordance with the California Labor Code, the County provides all statutory workers' compensation benefits for County employees who sustain work-related injuries or illnesses. Pursuant to Labor Code 3700 et seq., the County is self-insured for Workers' Compensation at no cost to the employees.
- B. In lieu of the statutory three (3) days waiting period for temporary disability payments, pursuant to Labor Code section 4652, whenever an employee is compelled by direction of a physician to be absent from duty due to an injury or illness determined to be work related by the County, the employee shall receive full compensation for his/her scheduled workdays and paid holidays falling during the first three (3) days of such absence. Thereafter accrued leave shall be integrated with Worker's Compensation temporary disability benefits pursuant to Section H, below.
- C. In accordance with Labor Code 4850, whenever any eligible employee is compelled by direction of a physician to be absent from duty due to an injury or illness determined to be work-related by the County, the employee shall receive full compensation, in lieu of Workers' Compensation temporary disability for a period not exceeding one year, or until such earlier date he/she is retired on permanent disability pension and is actually receiving disability pension payments or advanced disability pension payments pursuant to Labor Code 4850.3. If temporary disability exceeds the one-year period, the employee is eligible for temporary disability payments integrated with accumulated leave pursuant to Section I, below.
- D. In the event that the County is unable to determine if the injury or illness is work-related, the employee shall use sick leave and upon exhaustion of sick leave may utilize any other accumulated leave benefits. Once the

injury or illness is determined to be work-related, leave benefits will be restored in accordance with Section B, above and Labor Code 4850.

- E. The County will continue to pay the employer share of the monthly premium for medical, vision, dental, and life insurance coverage on behalf of a qualified regular full or part-time employee who is receiving 4850 temporary disability benefits or Workers' Compensation temporary disability benefits for a maximum of fifteen (15) months.
- F. Sick leave and vacation credit shall accrue during any pay period in which the employee is eligible to receive 4850 temporary disability benefits or Workers' Compensation temporary disability benefits.
- G. Up to two (2) hours paid County time off may be used to attend repeat medical appointments due to a work related injury or illness. Such appointments should be scheduled during the employee's off duty hours whenever possible. Sick leave may be used for medical appointments due to work related injuries beyond two hours.
- H. Service credit as provided in this Memorandum of Understanding or in the Personnel and Salary Resolution toward longevity compensation, seniority, and step increase eligibility shall not be affected by any pay period during which an employee received both County paid leave and 4850 temporary disability benefits or workers' compensation temporary disability benefits.
- I. Workers' Compensation temporary disability shall be integrated with accrued County leave as follows:
 - 1. Employees must promptly inform departmental payroll clerks of their workers' compensation temporary disability benefit amount and provide documentation of receipt for which he/she is eligible.
 - 2. Employees' pay, including leave accruals and workers' compensation temporary disability benefits shall not exceed the employee's regular gross pay. Gross pay is made up of regular base pay, bilingual differential, and longevity compensation as applicable. Upon exhaustion of sick leave, other accumulated leave may be integrated with weekly workers' compensation temporary disability benefits, at the employees' discretion. Employees must integrate all required leave to equal 100% of their full time equivalent position.

7.2 Temporary Modified Duty Assignments

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

8. INCENTIVES AND DIFFERENTIALS

8.1 Bilingual Pay

- 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 and concurrence of the Director of Human Resources for unique circumstances.

3. Any bilingual employee who has been assigned duties involving the use of bilingual skills (e.g. interpreter) may be eligible to receive the additional compensation provided in this Section.
4. The provisions of this Section shall be limited to those employees occupying permanent, probationary, or limited-term full-time positions.
5. The provisions of this Section shall not apply to supervisory positions with the exception of working supervisors who spend at least fifty percent (50%) of their time in direct contact with the public.
6. The compensable second languages shall be limited to those required in the delivery of public services to the various target groups within the County (e.g. Spanish, Filipino).

B. Bilingual Differential Allowance

1. Designated employees shall be eligible to receive additional compensation at the rate of \$65.00 per pay period (approximately \$1690.00 per year).
2. Such compensation shall be effective the first day of the payroll period following certification by the Department of Human Resources 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 with his/her employment with the county.
2. The employee is released from County employment.
3. The position is determined to no longer require bilingual skills.
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 Department of Human Resources 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. The Director of Human Resources shall evaluate the recommendation and approve or deny the request.

8.2 Call Back and Standby Pay Differential

A. Standby

If an employee is required by the Sheriffs' Department to be on standby duty, such employee shall be compensated for the time spent on assigned standby at two dollars and fifty cents (\$2.50) per hour. If such standby is spent on weekends or holidays, the employees shall be compensated at three dollars (\$3.00) per hour. No employees shall be paid 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

B. Call Back

1. Employees on Standby
Employees called back while on standby shall be paid for call back duty at their straight time hourly rate, not to exceed the maximum step of the working level classification, with a guaranteed payment equivalent to two (2) hours straight time pay when the call back time worked is less than two {2} hours.
2. Employees not on Standby
Any employee, who is not on standby and is called back by the department during off-duty hours, shall receive a minimum of three (3) hours work time credit for any period worked less than three (3) hours.

8.3 Shift Differential

- A. An employee who works eight (8) or more hours with at least five (5) hours between 5pm and 5am shall in addition to his or her regular salary, be paid a three percent (3%) shift differential above the employee's base hourly rate for each hour worked. This provision does not apply to employees working an overtime shift.

8.4 Court Time

- A. Permanent and probationary employees incumbent in the class of Sergeant-Sheriff shall be compensated at one and one-half times (1.5x) their normal hourly rate of pay for the actual time required to be in attendance for court appearances during off-duty hours with a minimum of four and one-half (4.5) hours for all court periods spent which are less than three (3) hours. If that sum is less than or equal to three hours, then the employee is compensated at four and one-half hours (e.g. Court time is 2 hours * 1.5x (overtime rate) = 3 hours; employee is compensated the minimum of 4.5hrs.).
- B. Compensatory time off, except for holidays shall be approved at the sole discretion of the Appointing Authority.

8.5 Career Incentive

The County agrees to provide Career Incentive pay to all members in the unit as follows:

Advanced Certificate	An amount equal to three percent (3%) over the rate for which employed.
----------------------	---

9. **VACATION**

- A. Full-time regular or limited-term employees receive vacation benefits for each pay period of continuous service according to the following schedule:

Vacation Credit

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

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

- B. Part-time regular or limited-term employees receive vacation benefits and maximum earnable vacation accrual in the same ratio to the vacation benefits received by an employee in a full-time regular or limited-term position with like pay periods of consecutive service, as the number of hours in the part-time work schedule is to the number of hours in the full-time work schedule.
- C. Vacation time taken shall not be counted as time worked for purposes of overtime computation.
- D. 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.
- E. Employees who are terminating their employment for reasons other than paid County retirement shall not use vacation or comp time as their termination date (e.g., requesting vacation or comp time to begin 3-7 and the actual termination date to be 3-13, etc.).
- F. Employees do not become eligible to take their earned vacation until they have completed thirteen (13) pay periods of continuous service, which service includes successful completion of the probation period and the acquisition of status of a permanent or limited-term non-probationary employee. Employees in classes having a twenty-six (26) pay period probationary period will become eligible to take their earned vacation after completing thirteen (13) pay periods of continuous service. After completion of thirteen (13) pay periods of continuous service, employees

then become eligible to take vacation as it is earned. Once an employee becomes eligible to take earned vacation, he/she may use this vacation as an extension of sick leave.

- G. Each department head shall be responsible for scheduling the vacations of his/her employees in such a manner as to achieve the most efficient functioning of the department and of the County service. No person shall be permitted to work for compensation for the County in any capacity during the time of his/her paid vacation from County service.
- H. Any person separating from County service who has not taken his/her earned vacation, if any, shall receive the hourly equivalent of his/her salary for each hour of earned vacation, up to the end of the last full pay period worked, based on the pay rate in effect for each person on the last day actually worked. Such payment shall be to the nearest one tenth of any hour. For purposes of this Section, sick leave and compensatory time off with pay shall be counted as days worked. When separation is caused by death of an employee, payment shall be made to the estate of such employee, or in applicable cases, as provided by Section 630 of the Probate Code.
- I. A person receiving pay in lieu of unused vacation may not be re-employed by the County of Solano in any capacity until a number of working days equal to the number of days paid vacation has elapsed following the effective date of the separation. Nothing in this Section shall be interpreted as preventing a department head from filling a position vacated by separation immediately following the effective date of separation.
- J. In order to avoid the possibility of employees not receiving earned vacations, the County agrees to the following: If the department head does not provide a specific time for the use of vacation leave, an employee may, as a matter of right when the accumulated vacation to his/her credit reaches his or her maximum earnable vacation accrual, give oral or written notice to department head and take up to forty (40) hours. Officers must give seven (7) days' notice of intent to take vacation time off.
- K. If, due to an emergency or operational necessity, an employee at the vacation accrual maximum has a scheduled vacation canceled or denied, they shall receive a ninety (90) day period during which they shall continue to accrue vacation while being afforded the opportunity to reduce their vacation below the allowable accrual maximums.

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 he/she is absent without authorization or in which he/she is absent without pay for more than sixteen (16) working hours. During the pay period in which a leave of absence without pay is granted for two (2) days or less, the employee shall accrue sick leave with pay in proportion to the relationship the time worked during that pay period bears to eighty (80) hours. It shall be computed to the nearest hundredth of an hour. Sick leave accrual is credited at the end of each pay period and may be taken in the following pay period.
- C. Every employee holding a regular part-time or limited-term part-time position shall accrue sick leave with pay in proportion to the relationship his/her basic workweek bears to forty (40) hours. No such employee shall earn sick leave credit during a pay period in which he/she is absent without pay more than fifteen (15%) 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 his/her immediate family.
- E. Sick leave may be used during pregnancy when the employee's physician has certified that, due to her pregnancy, she is no longer able to perform the duties of her position. Sick leave may be used after the birth of the baby if the employee's physician certifies that the employee is not yet able to perform the duties of her position. Employees who have been cleared to return to work by their physicians after pregnancy, but who wish to delay their return to work may request use of vacation, comp time or a leave without pay following normal departmental procedures. However, sick leave is only available if there is a medical reason for the employee's continued absence from work.
- F. 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.

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

Prior to the expiration of this contract, if feasible, the County shall implement a program where sick leave, which is paid out in accordance with this section, may be placed into an employee's account on a pre-tax basis to pay for retiree health care. Any such program shall be at no cost to the County.

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

- H. 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, or sister of the employee, grandchild, or the minor child for whom the employee has legal custody.
- I. 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.

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

11. LEAVE CONTRIBUTION PROGRAM

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

11.1 Eligibility for Leave Contribution Program

To be eligible for this benefit, the receiving employee must: 1) Be a permanent full-time or permanent part-time employee who has passed his/her initial County probationary period, 2) Have exhausted all accumulated leave including annual leave, sick leave (unless the leave involves the care of another and the six days of family sick leave have been used or involves other circumstances), administrative leave and/or compensatory time off, 3) Be able to return to work for at least 30 days, and 4) Have applied and received approval for a Leave of Absence Without Pay.

11.2 Benefits of the Leave Contribution Program

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

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

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

- A. Accrued vacation and compensatory time off, and/or Administrative Leave hours may be donated by any permanent full or permanent part-time employee who has completed his/her initial County probationary period.
- B. Time donated will be converted from vacation, CTO, or Administrative Leave hours to sick leave hours and credited to the receiving employee's sick leave balance on an hour-for-hour basis and shall be paid at the rate of the receiving employee. For employees who are using leave, for circumstances other than their own injury or illness, the donated hours will be converted to vacation.
- C. The total amount of time donated to one employee by another employee shall not exceed forty (40) hours.
- D. Initial leave time donations must be a minimum of four (4) hours and thereafter, in four-hour increments. An employee cannot donate leave hours, which would reduce his/her vacation balance to less than 40 hours.
- E. The use of donated leave hours consecutive one shift increments (i.e. a full time employee working five days/week) will be in 8 hours for eight hour.
- F. While an employee is on leave using donated leave hours, no vacation or sick leave hours will accrue.
- G. Under all circumstances, time donations made by the employee are forfeited once made. In the event that the receiving employee does not use all transferred leave for the catastrophic illness/injury, any balance will remain with that employee until that employee's separation from County service.
- H. Payment for unused sick leave at the time of termination of employment shall be in accordance with **Section 3 (J) SICK LEAVE, of the Personnel and Salary Resolution.**
- I. In accordance with Internal Revenue Service Ruling 90-29, leave transferred for medical reasons will not be considered wages for the employees who surrenders the leave and will therefore not be included in gross income or subject to withholding. An employee who donates leave incurs no deductible expense or loss either upon the donation or use by the recipient.

12. BEREAVEMENT LEAVE

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

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

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

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

13. OTHER LEAVES

13.1 Maternity Leave

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

13.2 Family and Medical Leave

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

13.3 Jury Duty

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

13.4 Time Off for Blood Donation

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

13.5 Time Off for Promotional Examination

Employees represented in this unit and are in the classified service shall be entitled to necessary time off with pay for the purpose of only taking a promotional examination for the County (includes, for example, written and oral examinations, hiring interviews).

13.6 Military Leave of Absence

- A. A request for military leave of absence shall be made upon forms prescribed by the Director, shall include a copy of the employee's military orders, and shall include the date such military leave is to begin and the probable date of return. All employees shall be entitled to military leave of absence and compensation as provided in Section 395-395:02 of the Military and Veterans' Code of the State of California to the greater of either said law/code or one hundred ninety (190) hours of paid Temporary or Active Duty Military Leave (excludes Inactive Duty) per fiscal year for each hour in which the employee was otherwise scheduled to work.
- B. An employee who resigns in order to enter military service shall have the right to return to County employment after the termination of his/her active military service as provided by Section 395.3 of the California

Military and Veterans' Code and Title 38 U.S. Code, Chapter 43
(Veterans' Reemployment Right).

13.7 Leave of Absence without Pay

- A. A leave of absence may be granted only to an employee having a satisfactory record. Department heads may authorize a leave of absence without pay for a permanent or probationary employee for a period of time not to exceed thirty (30) calendar days. Successive leaves may not be granted by department heads.
- B. Any permanent or probationary employees may be granted a leave of absence without pay in excess of thirty (30) calendar days upon his/her written request and the recommendation of his/her department head to the Director of Human Resources. Requests for leave of absence without pay shall be made upon forms prescribed by the Director of Human Resources and shall state specifically the reasons for the request, the date when it is desired to begin the leave and the probable date of return. The request shall normally be initiated by the employee, but may be initiated by his/her department head. The department shall indicate on the request form his/her recommendation as to whether the request should be granted, modified or denied and shall promptly transmit the request to the Director of Human Resources.
- C. A leave of absence without pay either approved by the department head or approved the department head and the Director of Human Resources shall be transmitted by the Director of Human Resources to the Auditor-Controller for appropriate action.
- D. A leave of absence without pay may be for a period not to exceed one (1) year, such leave may be extended for an additional year, provided the request for the extension, processed as the original request, is made at least ten (10) days prior to the end of the original leave. The Director of Human Resources shall be promptly notified at the return of any employee from a leave of absence without pay.
- E. Immediately prior to or at the time of return from leave of absence to active duty the employee may be required by his/her department head to submit a statement from his/her physician certifying as to his/her physical and/or mental ability to resume the duties of his/her position.
- F. Benefits shall not accrue while an employee is on leave of absence without pay.

- G. Whenever an employee has been granted a leave without pay and desires to return before expiration of such leave, the department head may require that reasonable notice not in excess of fifteen (15) calendar days be given.
- H. A leave of absence may be revoked by the Civil Service Commission upon evidence submitted by the Department of Human Resources that the cause for granting leave was misrepresented or has ceased to exist.
- I. Failure to return at the expiration of a leave of absence or being absent without leave shall be considered as an automatic resignation. Such resignation may be rescinded by the department head if the employee presents satisfactory reasons for his/her absence within three (3) days of the date his/her automatic resignation became effective.
- J. A leave of absence without pay may be granted for any of the following reasons:
 - 1. Illness or disability
 - 2. Pregnancy
 - 3. To take a course of study which will increase the employee's usefulness on return to his/her position.
 - 4. Recall to active duty military status when thirty (30) days of compensation for military leave has occurred.
 - 5. For other reasons acceptable to the department head and/or the Director of Human Resources.

14. HOLIDAYS

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

14.1 Holiday Compensation

- A. **Holidays Worked**
Any employee whose work schedule does not provide for paid holidays off shall, during any pay period in which a fixed holiday(s) occurs, receive eight (8) hours pay for each holiday in addition to his/her regular pay. Previously accrued compensatory time off shall be scheduled with the approval of the department head. If time off cannot be scheduled, the employee shall be paid at the straight time rate on an hour for hour basis for all accumulated but unused Holiday compensatory time off as of the fiscal year in the last full pay period in the outgoing fiscal year..
- B. When a paid holiday falls on a Saturday, the preceding Friday is a paid holiday. When a paid holiday falls on a Sunday, the Monday following is a paid holiday.

14.2 Holidays

A. **Fixed Paid Holidays Include:**

New Year's Day	January 1
Martin Luther King's Birthday	3 rd Monday in January
Lincoln's Birthday	February 12
Washington's Birthday	3 rd Monday in February
Memorial Day	last Monday in May
Independence Day	July 4
Labor Day	1 st Monday in September
Columbus Day	2 nd Monday in October
Veterans' Day	November 11
Thanksgiving	4 th Thursday in November
Day following Thanksgiving	
Christmas	December 25

B. **Other Paid Holidays Include:**

1. Special or limited holidays appointed by the President or Governor.
2. Such other days in lieu of holidays as the Board of Supervisors may determine.
3. Floating Holidays annually in accordance with the following:
 - a. Effective January 2, 2011 three (3) Floating Holidays effective January 1st of each year. (The conditions listed below must be met in order to qualify for Floating Holidays.)

- 1) Only those employees who have either successfully completed their initial County probationary period in this bargaining unit, or 26 full pay periods of continuous service, whichever is less, are eligible to receive these Floating Holidays.
 - a) Employees who successfully complete their initial probationary period in this bargaining unit between January 1st and June 30th of any given year shall receive one (1) Floating Holiday effective July 1st of that year.
 - b) Employees who transfer or promote into this bargaining unit from which they have previously earned three (3) days of floating holiday eligibility shall retain their floating holiday eligibility.
 - 2) Employees who successfully complete their initial probationary period within this bargaining unit between July 1st and December 31st of any given year shall not receive any Floating Holidays for that year, but shall receive two (2) Floating Holidays effective January 1st of the succeeding year.
 - 3) Subject to advance approval by the Department, these holidays may be taken at any time during the calendar year, but must be taken within the calendar year in which they are given. Floating Holidays are to be taken eight (8) hours at a time and are not to be utilized on a partial basis. Part-time employees shall receive Floating Holidays in proportion to the relationship their basic workweek bears to forty (40) hours.
 - 4) Any eligible employee separating from County service who has not taken that calendar year's Floating Holidays shall receive payment for such holidays at the rate, which the employee is currently employed.
4. Employee's assigned to non-24 hour positions shall take the fixed holiday, unless otherwise required to work, as directed by the Sheriff.

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 26 biweekly full pay periods extending from the date the employee successfully complete P.O.S.T. Academy training. No probation period shall exceed a total of 39 full pay periods, unless extended in whole or in part by an employee's leave of absence.
- B. All full-time employees who are promoted shall serve a probationary period of twenty-six (26) full pay periods from the date of promotion ending with the last day of the twenty-sixth (26th) pay period.
- C. 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.
- D. There shall be an evaluation of each employee's job performance nine (9) pay periods from the date of appointment to a regular or limited-term position and before any merit increase or every twenty-six (26) pay periods after reaching the top step of the salary grade for the class in which they are employed.

The probationary period may exceed twenty-six (26) full pay periods of active duty when the extension is by mutual agreement between the probationary employee, appointing authority and the Director of Human Resources or when the probationary period is extended pursuant to Section 15.1 (C) above. The probationary period shall not exceed thirty-nine (39) full pay periods of active duty.

15.2 Rejection of Employee During the Probationary Period

- A. A probationary employee may be separated from the service at any time during the probation period without right of appeal or hearing unless the employee alleges that such separation was based upon discrimination. In such cases, the appeal and hearing shall be processed in accordance with Section 15 of this Memorandum of Understanding.

- B. Notwithstanding any other provisions of this Section, an employee who has completed the probationary period following initial appointment, but fails to complete the probationary period for a position to which he/she has been promoted or transferred shall have the right of appeal in accordance with Section 15 of this Memorandum of Understanding.

15.3 Retreat to Vacant Positions

- A. Notwithstanding any other provisions of this Memorandum of Understanding, an employee rejected during the probation period from a position to which he/she had been promoted or transferred, may be restored to his/her former position. Such restoration is not mandatory, but is optional at the discretion of the department head of the position to be retreated into within the limits of available authorized positions.
- B. Any employee who (1) has completed an initial County probationary period and obtained permanent status; (2) is promoted from one class to another, both of which are in the same department and Representation Unit subject to these provisions; and (3) fails the promotional probation period, shall be restored to the classification held immediately prior to promotion if a position in that class is vacant. Such restoration includes restoration of the employee's former salary, merit increase eligibility date, and all other benefits to which the employee would have been entitled if the promotion had not occurred.
- 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 grade for the class does not exceed the grade of the class held immediately prior to promotion;
 - e. The Director of Human Resources concurs with the appointment.
 - 2. The employee will serve a new probationary period.
 - a. The employee's name will be placed on the current or continuous eligible list for that classification held immediately prior or promotion. The employee's name will be certified along with the regular number of

applicants to vacancies in the class until the employee is selected or the eligible list is abolished.

16. LAYOFF

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

17. This Section Reserved for Expansion

18. DISCIPLINARY ACTION

18.1 Discipline Defined

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

18.2 Disciplinary Action Procedure

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

- A. A description of the proposed action to be taken;
- B. The effective date or dates of the proposed action which must be at least ten (10) calendar days after notice is received by the employee;
- C. A clear and concise statement of the reasons for the proposed action;
- D. A statement that a copy of the materials upon which the action is based are either attached or available for inspection by the employee or the employee's representative; and
- E. A statement advising the employee of the right to respond to the charges within ten (10) calendar days either verbally or in writing to the appointing authority proposing the action prior to its effective date. Failure of the employee to respond will constitute a waiver of the right to respond.

If the employee elects to respond in person, a meeting shall be scheduled with the department head or his/her designee. The employee shall be given the opportunity to respond to the proposed action. The employee shall be entitled to be represented by the person of his/her choosing at the meeting.

The department director/designee may amend, modify or revoke any or all of the charges or proposed disciplinary action.

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

- F. A description of the proposed action to be taken;
- G. The effective date or dates of the proposed action which must be at least ten (10) calendar days after notice is received by the employee;
- H. A clear and concise statement of the reasons for the proposed action;
- I. A statement that a copy of the materials upon which the action is based are either attached or available for inspection by the employee or the employee's representative; and
- J. A statement advising the employee of the right to respond to the charges within ten (10) calendar days either verbally or in writing to the appointing authority proposing the action prior to its effective date. Failure of the employee to respond will constitute a waiver of the right to respond.

If the employee elects to respond in person, a meeting shall be scheduled with the department head or his/her designee. The employee shall be given the opportunity to respond to the proposed action. The employee shall be entitled to be represented by the person of his/her choosing at the meeting.

The department director/designee may amend, modify or revoke any or all of the charges or proposed disciplinary action.

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

An employee, whose classification is governed under the Civil Service Commission, may either appeal such dismissal, suspension, demotion or reduction of salary to the Civil Service Commission or file an appeal as defined below. Appeal to the Civil Service Commission must be filed in writing within ten (10) calendar days of the decision of the department director/designee. An employee may not both appeal to the Civil Service Commission and file an appeal under this Disciplinary Action Appeal Process.

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

A. **Appeal to the Director of Human Resources**
Disciplinary actions may be appealed to the Director of Human Resources within fifteen (15) calendar days of the date the Notice of Discipline is provided to the employee. The Director of Human Resources shall have twenty-one (21) calendar days to investigate the issues, meet with the grievant and attempt to reach a satisfactory resolution. No disciplinary action appeal may be processed under additional disciplinary action appeal steps which has not first been filed and investigated in accordance with this step.

B. **Appeal to an Adjustment Board**
Disciplinary actions which have been investigated by the Director of Human Resources may be appealed to mediation within twenty-one (21) calendar days of the date the Director of Human Resources' decision is provided to the employee. Mediation shall be provided by the California State Mediation and Conciliation Services, unless the employee and County mutually agree to a different mediator. Mediation shall be advisory only and the parties shall not issue any public statement of fact or opinion on the matter in question. All discussions, notes, proceedings, etc. shall neither be made public nor be introduced into any other disciplinary action step by either party.

If the parties are unable to resolve the dispute, then either party may appeal to arbitration as provided below.

C. **Appeal to Arbitration**
Either the Union or the County may require that the grievance be referred to an impartial arbitrator who shall be designated by mutual agreement between the Union and the Director of Human Resources or his/her designee.

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

After a cost of coin to determine which party shall move first, the County or the Union shall alternatively strike one name from the list until one name remains and such person shall serve as the arbitrator.

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

- D. **Scope of Arbitration Decisions**
Decisions of arbitrators on matters properly before them shall be final and binding on the parties hereto.

If the Director of Human Resources or his/her designee in pursuance of the disciplinary action procedures resolves a disciplinary action appeal which involves suspension or discharge, the Director of Human Resources/designee 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 and the arbitrator finds that the County had the right to take the action complained of, the arbitrator may not substitute his/her judgment for the judgment of management, and if he/she finds that the County had such right. He/she may not order reinstatement and may not assess any penalty upon the County.

19. GRIEVANCES

19.1 Grievance Definition

A grievance is any dispute, which involves the interpretation or application of any provision of this Memorandum of Understanding excluding 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:

- A. To resolve grievance disputes informally at the lowest possible level;
- B. To provide an orderly and prompt procedure for resolving disputes which arise regarding the interpretation of the memorandum of Understanding.
- C. To encourage communication between employees, the union, and County representatives;
- D. To determine and correct, if possible, the causes of grievance disputes.

19.3 Grievance Steps

Grievances shall be processed in the following manner:

- A. **Step 1. Informal Discussion**

Any employee who believes that he/she has a grievance shall discuss his/her complaint with his/her immediate supervisor (or such management official designated by the department head within fifteen (15) calendar days of the incident or occurrence. This meeting shall be held in an effort to resolve the grievance informally. The immediate supervisor/management official shall have ten (10) calendar days from the date of the informal discussion to respond to the employee. If an agreement is reached to resolve the issue, the supervisor will confirm the outcome in writing.

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

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

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

If the grievance is not resolved within the department, the employee or the union shall have the right to appeal the grievance to the Human Resources Director, in writing, within fifteen (15) calendar day of the response made at Step 2. Notwithstanding this procedure, all complaints involving or concerning the payment of compensation shall be in writing to the Director of Human Resources or his/her designee with a copy to the department head. A grievance shall be initiated in writing on the Solano County Grievance Form.

C. Step 3. Director of Human Resources

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

D. Step 4. Adjustment Board

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

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

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

The recommendation of the Adjustment Board shall be advisory only.

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

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

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

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 his/her designee.

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

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

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

19.4 Grievance Timelines

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

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 p.m. 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 Adjustment Board and no arbitrator shall entertain, hear, decide, or make recommendations on any dispute unless such dispute involves a position in a unit represented by the Union, which has been certified as the recognized employee organization for such unit, and unless such dispute falls within the definition of a grievance as set forth in **Section 15.A**.
- C. Proposals to add to or to change this Memorandum of Understanding or written agreements to addenda supplementary hereto shall not be arbitrable and no proposal to modify, amend, or terminate this Memorandum of Understanding, nor any matter or subject arising out of or in connection with such proposal, may be referred to arbitration under this Section. Neither any Adjustment Board nor any arbitrator shall have the power to amend or modify this Memorandum of Understanding or written agreements or addenda supplementary hereto or to establish any new terms or conditions of this employment.

19.6 Compensation Complaints

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

No change in the Memorandum of Understanding or interpretations thereof (except interpretations resulting from arbitrator proceedings hereunder) will be recognized unless agreed to by the Director of Human Resources 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 Step 3, 4 or 5 of Section 15.A above shall be taken unless it is determined that the employee is not availing himself/herself of such option.
- C. No employee may utilize the grievance procedure when another procedure has previously been utilized.
- D. If any award by an Adjustment Board or arbitrator requires action by the Board of Supervisors 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.

20. HOURS OF WORK AND OVERTIME

20.1 Hours of Work

- A. Work Hours

SAFETY -EXCLUDING SUPERVISING D.A. INVESTIGATOR
One hundred sixty (160) hours per 28 day period shall be the standard work period.

NON-SAFETY AND SUPERVISING D.A. INVESTIGATOR
Forty (40) hours per seven day period shall be the standard work period.

- B. Workday

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

During the annual time changes from Pacific Standard Time to Daylight Savings Time and Daylight Savings Time to Standard Time, employees will be paid for actual hours worked. Shift time lost due to the time change may be made up by using accrued compensatory time off (CTO), vacation time or with the concurrence of the Department Head, working an additional hour. Employees who do not have sufficient leave accruals and who do not work the additional hour will be recorded as time without pay.

C. Workweek

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

D. Available Fixed Scheduled (For All Unit Employees)

Following are examples of existing fixed schedules; a) 5 days work/2 days off and 8 hours per work day, b) 4 days work/3 days off and 10 hours per work day, c) 9/80 schedule 8 days at 9 hours and 1 day at 8 hours d) Deputy Sheriff and Sergeant classifications, 12 hour schedule, 6 days work at 12 hours, 1 day of work at 8 hours in an 80 hour/14 day pay period.

E. Alternate Schedule

Should the Department Head elect to end the 4/10 schedule, employees shall either be returned to the 5/8 schedule or a new alternate schedule. In either case, the County shall provide notice to the Association and, upon request, meet and confer.

Sergeant Sheriffs assigned to the 4-10 schedule shall work 4 days on/3 days off and 10 hours per workday.

F. Time Off

1. Regardless of the schedule worked, all employees will accrue time off based on the five days per week, two days off (regular) work schedule.
2. Days in all work schedules shall be charged time off based upon the number of hours missed (i.e. ten hours for a 4/10 schedule, twelve hours for a twelve hour schedule; etc.)
3. Holiday compensatory time off for employees in patrol shall be taken off only on “overlap” Wednesdays for so long as the 4/10 schedule remains in effect.

G. Schedule Changes

Employees assigned to fixed work schedules shall have specified starting and ending times to their work shifts. These employees shall have a fixed number of hours per shift. However, they may not have the same starting and ending times for their shifts on each workday. Except in cases of emergency, employees shall be provided at least seven (7) calendar days notice prior to a change in their work schedule. On the mutual agreement of the employee and the Department, employee’s schedules may be modified without the seven (7) day notice requirement.

H. Breaks

Employees working work schedules of work shifts of ten (10) hours or less shall be entitled to one (1) thirty (30) minute lunch break and two (2) fifteen (15) minute breaks. Employees working shifts in excess of ten (10) hours shall be entitled to one (1) forty-five (45) minute lunch break and two (2) fifteen (15) minute work breaks. Compensated lunch and break period are understood to be considered work time and the employee may be required to perform work.

20.2 Overtime

- A. Employees incumbent in positions classified as Sergeant-Sheriff and Supervising D.A. Investigator shall be paid for all time worked in excess of eight (8) hours in a work day or forty (40) hours in a workweek at one and one-half times the regular rate of pay; however, employees may be granted, at the sole discretion of the department head, compensatory time off at one and one-half hours off for each hour worked.

- B. 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 employee's accrual balance shall be reduced to eighty (80) hours at the beginning of the next fiscal year and the employee paid for all hours reduced from his or her balance at the employee's applicable straight time rate in effect on the last full pay period in the outgoing fiscal year.

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

20.3 Assignment Rotation

The purpose of the following is to outline procedures for determining internal transfers of Sergeant-Sheriffs to lateral assignments.

A. Policy

1. It shall be the policy of the Solano County Sheriffs' Department to periodically reassign personnel laterally to various bureaus within the department in order to broaden and develop individual skills; utilize, where practical, particular talents and abilities; and carry on the many facets of the department's responsibilities in an effective and efficient a manner as possible.

Lateral assignments will be made in a fair and equitable manner, consistent with the guidelines below.

The filling of lateral assignment positions must be considered in view of the attainment of overall departmental goals and objectives. Thus, the careful evaluation of the factors below will be done in conjunction with the requirements of the position and the needs of the department. The final selection for all lateral assignments rests solely with the Sheriff or his/her designee.

2. For the purpose of this policy, the term "lateral assignment" refers to the reassignment of Sergeant-Sheriffs from one bureau to another internally, for periods of up to four (4) years with the exception of the Coroner assignment which shall be a minimum of five (5) years. The actual term of assignment will be dependent on the employee performing satisfactorily and the needs of the organization.

- a. The term "lateral assignment" is synonymous with the internal reassignment of Sergeant-Sheriffs from one bureau to another.
- b. The term "lateral assignment" most commonly refers to the reassignment of Sergeant-Sheriffs to one of the following bureaus: Civil, Marine Patrol, Investigations, SOLNET, Coroner, SET, and other lateral assignments created and designated as such by the Sheriff.

B. The Selection Process

An announcement of intention to fill lateral assignments will solicit from interested candidates an interoffice memorandum (an original and one copy), stating the lateral assignment position the candidate is interested in; the candidate's qualifications, experience, training or exposure, and other pertinent data the employee may wish to have considered. Memos shall be submitted directly to the office of the Sheriff or his/her designee.

Candidates may submit a memorandum of interest for any lateral assignment position to be filled. (Two different positions require two separate memos.)

The memorandum will be reviewed by the appropriate division commander to who are determined to be ineligible. Such notification shall be in writing to the candidate.

Candidates and supervisors will be notified as soon as practical of the final selection.

The results of a candidate's lateral assignment evaluation will be retained for a period of eight (8) weeks after the selection is made for the open position. These results will be open for review by the candidate. After the eight (8) week period, the results will be purged from the employee's file, unless a grievance has been filed.

All candidates are encouraged to discuss the results of their candidacy with the appropriate bureau supervisor, division commanders, and the Sheriff.

C. Evaluation Criteria

1. **Interview**

All eligible candidates will be interviewed. The interview will be conducted by at least one Lieutenant-Sheriff and a member from the candidate's immediate supervisory rank.

2. **Supervisory Input**

Division commanders will consult with the supervisors within their divisions regarding all eligible candidates under consideration. Due consideration must be given for the timeliness of each supervisor's relationship with each candidate. Supervisory input will, be considered in the light of the supervisor's direct knowledge of the candidate's job performance in relation to the lateral assignment to be filled.

The commander of the division in which the vacancy exists will confer with his/her bureau supervisor, regarding the recommendations of his/her division, and will present their recommendations in writing to the Sheriff.

3. **Performance Evaluation**

The candidate's last two written evaluations will be reviewed by the division commander and summarized for the Sheriff.

4. The division commander will review the following items and prepare a summary for the Sheriff.

a. **Attendance**

The candidate's attendance and punctuality record.

b. **Written Skills**

The candidate's ability to prepare/complete, concise and grammatically written communications and reports.

c. **Interpersonal Relationships and Communication Skills**

The candidate's verbal communications skills, including interviewing and interrogations, and his/her interpersonal relationship skills.

d. **Demonstrated Skills**

The candidate's performance in current and previous assignments. The term "performance" includes initiative, tenacity, thoroughness, and proven ability.

e. **Training, Education and Specific Employee Interests**

The candidate's formalized training and educational efforts will be reviewed by the Sheriff.

Training, both inside and outside the department as well as self-initiated education, may be particularly helpful in certain lateral assignments. Memorandums of interest should reflect any extracurricular training and education the candidate wishes to have considered. An employee's specific job related interests and dislikes, as expressed by the candidate in the employee's memorandum of interest, will be reviewed by the Sheriff.

D. Shift Assignments Patrol Sergeants

Once every twelve (12) months, full-time Patrol Sergeants (Sergeant Sheriffs) assigned to patrol shall indicate their team preference. Currently, patrol has four (4) teams; two (2) teams work day shift and two (2) teams work night shift. The Department shall then assign ~~teams~~ teams taking into account operational needs, indicated employer preference, special needs /skills, etc. All things being equal, length of service shall be used as an additional determining factor.

No Patrol Sergeant shall occupy the same team for more than two (2) consecutive rotations, except as specifically waived by the Sheriff.

When a vacancy on a team occurs during a shift period, the Department shall fill that vacancy with another employee of their choosing for the remainder of the assignment period. Probationary employees shall be assigned at the discretion of the Department. If necessary, the Department may reassign other employees for the purpose of assigning probationary employees.

Should the Department's scheduling practice change relative to teams and/or shifts, the parties shall reopen negotiations on rotation requirements only.

21. NO STRIKE / NO LOCKOUT

The Union, its members and representatives, agree that they will not engage in, authorize, sanction, or support any strike, slowdown, stoppage of work, curtailment of production, concerted refusal of overtime work, refusal to operate designated equipment (provided such equipment is safe and sound), or to perform customary duties; and neither the Union nor any representatives thereof shall engage in job action for the purpose of effecting changes in the directives or decisions of management of the County, nor to effect a change of personnel or operations of management or of employees not covered by this Memorandum of Understanding.

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

22. OTHER PROVISIONS

22.1 Conflict of Interest

County employees shall not engage in any activity, which constitutes a conflict of interest due to the nature, conditions, or some other aspect of the activity. Any officer or employee wishing to engage in any occupation or outside activity. Any officer or employee wishing to engage in any occupation or outside activity for compensation shall inform his/her department head, in writing and in advance, of the time required and the nature of such activity. It shall be the responsibility of each department head to ensure that employees in his/her department do not engage in any activity, which constitutes a conflict of interest. The department head shall issue an opinion and reason to an employee if the employee's proposed activity constitutes a possible conflict of interest within seven (7) calendar days from the date the department head received notice of the proposed activity.

An employee who has followed this procedure will not be disciplined under the provisions of this section without such employee having received prior written notification of the possible conflict of interest. Disputes concerning this provision will be handled under **Section 19, Grievance Procedure** of this MOU.

22.2 Personnel Files

The official personal history file for each County employee shall be maintained by the Human Resources Department. An employee, or his/her representative, shall have the right to review the employee's official personal history file in Human Resources by scheduling a specific date and time with the Human Resources staff. The employee's representative must present written authorization from the employee prior to reviewing the file.

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

Performance evaluations and written reprimands shall only be placed in an employee's official personal history 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. Disciplinary action shall only be placed in the file after the employee has been provided a copy of the action.

22.3 Joint Labor Management Committee

The parties agree to form a joint labor management committee, which shall schedule a meeting by January 31, 2011, to discuss DSA concerns involving the FLSA overtime rules as it relates to the definition of hours worked for purposes of calculating overtime. Each party will appoint three individuals to serve on the Committee.

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, binding practices, or conditions except as expressly set forth in this Agreement. Except as otherwise mandated by applicable state or federal law, the employees' entitlement to economic rights and benefits of County employment derive exclusively from the express terms of this Agreement. Pursuant to this Article, the County may from time to time provide employees with additional economic benefits and may regulate employee conduct through its Personnel Policies as they currently exist or as the County may revise them from time to time.

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

FOR THE COUNTY:

Marc Fox 1/9/17
Date
Director of Human Resources

Georgia Cochran 1/9/18
Date
Chief Spokesperson

Brad DeWall _____
Date
Captain

Bobbi Wallace 1/1/18
Date
Human Resources Analyst

FOR THE UNION:

Dennis Wallach 1/2/18
Date
Chief Spokesperson
Mastagni, Holstedt & Amick

John Arabia _____
Date
President, Deputy Sheriff's Association

Marilyn McCarthy 1/2/18
Date
Welfare Fraud Investigator

Joe Pinder 1/2/18
Date
Deputy Sheriff

Renier Hernandez 2 JAN 18
Date
District Attorney Investigator

Tim Baffico 010218
Date
Sergeant-Sheriff

Appendix A

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

District Attorney Investigator (Supervising)
Sergeant-Sheriff
Welfare Fraud Investigator (Supervising)

Appendix B

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

Classification	Step 1	Step 2	Step 3	Step 4	Step 5
District Attorney Investigator (Supervising)	\$8,969.46	\$9,417.93	\$9,888.85	\$10,383.28	\$10,902.46
Sergeant-Sheriff	\$7,976.19	\$8,374.98	\$8,793.70	\$9,233.45	\$9,695.09
Welfare Fraud Investigator (Supervising)	\$8,220.85	\$8,631.86	\$9,063.47	\$9,516.64	\$9,992.48

2. Effective the beginning of the first pay period which includes the date the Board of Supervisors adopted the collective bargaining agreement, the base wage rates set in this Appendix B, paragraph 1, will increase by four percent (4%) of the base wages in effect the day before such increase takes effect.
3. Effective concurrently with Appendix B, paragraph 2, classifications which previously received P.O.S.T. Career Incentive Pay for an Intermediate Certificate, shall have base wages increased by an additional five percent (5%), for a total wage increase of nine percent (9%) of the base wage rates in effect the day before such increase takes effect.
4. Effective with pay period 25 of 2018 (presently payable on December 7, 2018), all active employees shall receive a one-time lump sum payment equivalent of eight hours of base pay, with said payment not subject to CalPERS reporting of benefits.
5. The hourly rate is calculated by multiplying monthly pay rate by twelve (12) months and dividing that value by two thousand eighty (2,080) hours.

Appendix C

PAYROLL DEDUCTION AUTHORIZATION
(MAINTENANCE OF MEMBERSHIP)

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

Department Classification _____ **Unit #** _____

I hereby authorize and direct the County Auditor-Controller to make a payroll deduction from my earnings once each pay period for my membership dues in _____

(Recognized Employee Organization)

In the amount of \$ _____ or such greater or lesser amount for membership dues as approved by the union's membership and as the union will request the Auditor- Controller, who shall be held harmless for following such instruction, to deduct from my earnings, the same to be paid to the union as authorized by the County Employer-Employee Relations Rules and Regulations.

The membership dues shall be automatically deducted from my earnings for the full term of such Memorandum of Understanding.

If I transfer, demote, or promote to another position, which is not in this bargaining unit, I understand that this deduction will be automatically terminated as provided by County rules and procedures.

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

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

Employee's Signature _____ **Date** _____

Appendix D
Retirement Payback Formula
Deputy Sheriff's Association (DSA) - Unit 4

Cost of the Benefit	\$4,921,043
Term in Years	20
Amount due to County each Year	\$220,742
Variable	Value
Pay Periods per year	26
Number of Pay periods	520
Number of Employees	113
Average Monthly Salary	\$5,122
Total Monthly Payroll	\$578,786
Average per pay period Gross Salary	\$2,364
Average Annual Gross Salary	\$61,464
Total Annual Payroll	\$6,945,432
Formula for Employee Share	Amount
Annual amount of payback = Total cost divided by 20 years.	\$220,742
Annual per employee pay back = Divide annual amount of payback by the average number of employees for the previous year.	\$1,953.47
Average pay back per employee per pay period = Divide the annual per employee payback by number of pay periods	\$75.13
Percentage of gross per pay period salary deducted from each probation employee = Divide the average pay back per employee per pay period by the average per pay period gross salary.	3.18%

Cost of the Benefit:

- \$4,921,043 for Safety, excluding District-Attorney Investigators (series)
Payroll deductions began on July 23, 2004 paychecks.
- \$731,985 for District-Attorney Investigators (series)
Payroll deductions began on January 5, 2007 paychecks.
- \$75,036,452 for all Miscellaneous (non-safety) employees
Payroll deductions began on December 13, 2002 paychecks.