

# **MEMORANDUM OF UNDERSTANDING**

**For**

**Local 21  
Professional and Technical Engineers  
Unit #19  
Executive and Senior Management**

**November 3, 2015 – September 28, 2017**

**MEMORANDUM OF UNDERSTANDING**  
Unit #19, Executive and Senior Management

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**MEMORANDUM OF UNDERSTANDING  
EXECUTIVE AND SENIOR MANAGEMENT  
LOCAL 21 (AFL-CIO), UNIT #19**

**PREAMBLE**

This **AGREEMENT**, (hereinafter “Agreement”) entered into by the **COUNTY OF SOLANO**, (hereinafter “County”) and **PROFESSIONAL AND TECHNICAL ENGINEERS, LOCAL 21 (AFL-CIO)**, (hereinafter “Union”), has as its purpose the promotion of harmonious labor relations between the County and the Union; establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of rates of pay, hours of work, and other conditions of employment.

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

The legal relationship between the Professional and Technical Engineers, Local 21 (AFL-CIO) (“Union”) and the County of Solano (“County”) is governed by the Meyers-Miliias-Brown Act (California Government Code sections 3500, et seq.), the County’s Employer-Employee Relations Rules and Regulations, the Civil Service Rules, and this Memorandum of Understanding. Whenever this Memorandum of Understanding contains a provision relating to the subject matter which is also referred to in the Civil Service Rules or any other County ordinance, policy or regulations, the provisions of this Memorandum of Understanding shall prevail.

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

**1. RECOGNITION**

**1.1 Union Recognition**

The County recognizes the Union as the recognized employee organization for permanent full and permanent part-time employees in the following unit:

**Unit #19 – Executive and Senior Management**

**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 shall be in effect on the date it is adopted by the Board of Supervisors, except for those provisions of this Memorandum of Understanding which have been

assigned other effective dates and shall remain in full force and effect to and including September 28, 2017. This Memorandum of Understanding shall continue thereafter from year to year unless at least one hundred fifty (150) days prior to September 28, 2017, or before the first day of October of any subsequent year, either party has filed written notice with the other of its desire to amend, modify, or terminate this Memorandum of Understanding.

### **3. UNION SECURITY AND RIGHTS**

#### **3.1 Union Dues and Service Fees**

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

withdrawal requests on a monthly basis.

- I. The Union shall indemnify, defend and hold harmless the County of Solano, its officers, officials, agents and employees, against any claim, demand, suit or liability (monetary or otherwise) and for all legal costs arising from any action taken or not taken by the County, its officials, agents and employees arising out of the application of this section which are in excess of the amount of dues which the County has agreed to deduct.
- J. The County will provide a hard copy to the Union including information on employees' name, department, unit and classification on a quarterly basis.

### 3.2 Release Time and Shop Stewards

The County will allow the Unit #19 President to schedule a reasonable amount of time away from work to conduct Union business. The President shall obtain permission from his/her immediate supervisor prior to leaving work in accordance with departmental policy. Any expenses incurred by the President shall not be borne by the County.

The Union shall designate a reasonable number of stewards to assist in resolving grievances, representing bargaining unit members, and resolving other matters within the scope of representation. Stewards will arrange with the department head or designee in advance to schedule a reasonable amount of time to perform said duties. The definition of what is reasonable is at the discretion of the department head whose employees are covered under this agreement.

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

Officers and authorized representatives of the Union who are County employees may utilize time during normal working hours without loss of pay or benefits, for meeting and conferring with County management on matters within the scope of representation. Subject to advanced scheduling with the appropriate department head, the number of County employees released for such meetings shall not exceed three (3) persons, except for successor collective bargaining agreement negotiation sessions, in which it shall not exceed five (5) persons, except by mutual agreement between the Director of Human Resources and the department head and the Union prior to the meeting. The use of official time for this purpose shall be reasonable in amount and shall not interfere with the performance of County services.

### 3.3 Bulletin Boards

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

### 3.4 Names and Classes of Represented Employees

The County shall provide the Union with a list of all newly hired and all recently

separated employees covered by this Memorandum of Understanding during the first pay period following ratification of this Memorandum of Understanding and once each month thereafter. Such lists shall include employees' dates of hire/separation, home address, home phone number, and classifications.

### 3.5 Work Access

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

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

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

### 3.6 T.J. Anthony Fund

Employees in classifications represented by IFPTE Local 21 may make a voluntary, monthly contribution to the T.J. Anthony Fund, which is the Union's political action fund, through the County's payroll system. Monthly contributions will be deducted from employees' pay by the County and remitted to the IFPTE Local 21, T.J. Anthony Fund.

## 4. COUNTY MANAGEMENT RIGHTS

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

## 5. SALARIES

### 5.1 Salary Ranges and Pay Date

Salary increases 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

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



approved by the Director of Human Resources.

5.3 Salary Upon Reemployment

- A. A former employee at the time of separation who is re-employed within two (2) years in the same class or in a lower class in the same series may, upon the request of the department head and with approval of the Director of Human Resources, be appointed at the same step occupied immediately prior to separation.
- B. A represented employee who voluntarily separates and (a) is subsequently re-employed in the same department in a represented position, (b) begins work not more than one hundred eighty (180) from the last day the employee actually worked for the County, and (c) either did not withdraw from PERS or “bought back” PERS service credits shall, upon approval by the Director of Human Resources, have continuous service credit for purposes of vacation and longevity pay eligibility. Restored prior service shall not apply toward seniority for lay-off purposes, step raise eligibility or any benefit other than vacation and longevity eligibility.

5.4 Merit Increases within Grade

- A. Merit increases shall not be automatic, but shall be given only upon the recommendation of the department head.
- B. The merit increase eligibility dates for all employees hired or promoted into classifications in this unit shall be the first day of the pay period following completion of 26 full pay periods.
- C. Every employee in a regular position shall have a merit increase eligibility date. The merit increase eligibility dates for every employee hired or promoted into classifications in this unit before December 13, 2011, shall be the first day of the pay period following completion of the number of full pay periods of service indicated in the chart below:

After	<b>13 Pay Periods</b>	<b>13 Pay Periods</b>	<b>26 Pay Periods</b>	<b>39 Pay Periods</b>
Salary Grade Steps	2	3	4	5

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

After	<b>26 Pay Periods</b>	<b>26 Pay Periods</b>	<b>26 Pay Periods</b>	<b>26 Pay Periods</b>

Salary Grade Steps	2	3	4	5
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Employment beginning on the first working day of a pay period shall be considered as beginning on the first calendar day of that pay period. If the first working day is after the first Monday (Tuesday if Monday is a holiday) of the pay period, time will accrue from the first day of the next pay period for step increases and eligible fringe benefit accrual.

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

- D. An employee in a regular part-time position shall be treated identically to an employee in a regular full-time position except that merit increases shall be granted in the same proportion as hours of work relate to the hours of work of a regular full-time position.
- E. The department head shall advise the Director of Human Resources and the Auditor-Controller in writing prior to the merit increase eligibility date whether the merit increase should be granted, denied or deferred. The recommendation must be supplemented by a completed performance evaluation which has been discussed with the employee. The merit increase shall consist of one step on the salary range for the class.
- F. An overall rating of either unacceptable or improvement needed requires a performance re-evaluation no later than four (4) pay periods following the scheduled merit increase eligibility date. If the employee shows no improvement, the appointing authority must recommend action to be taken. Such evaluation shall be on forms and under procedures prescribed by the Director of Human Resources or his/her designee.
- G. If, in the department head's judgment, the employee's performance does not merit a salary increase on the merit increase eligibility date, and a deferment of a decision accompanied by an effort at improved performance might be productive, the department head shall complete the structured merit rating and defer a decision regarding the merit increase. A merit increase decision may be deferred for any number of pay periods, not to exceed 13. A merit increase may be deferred only once for any given step on the grade for the class. A department head may reopen the matter by submitting another merit rating and recommendation. An employee's merit increase eligibility date shall not be changed by any deferment.
- H. If an employee's merit increase eligibility date is overlooked through an error and, upon discovery of the error, the employee is recommended for merit increase, the employee shall be compensated for the additional salary he or she would have received dating from the original merit increase eligibility date.

### 5.5 Salary Upon Promotion

Any regular employee who is promoted to a position with a higher salary grade shall receive the recruiting salary for the class or such higher amount as would constitute at least a five percent (5%) increase over the salary received prior to the promotion, not to exceed the top step of the new grade. The effective date of all promotions shall coincide with the first day of the pay period.

### 5.6 Salary Upon Transfer

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

### 5.7 Salary Upon Demotion

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

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

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

### 5.8 Salary Upon Reclassification

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

- A. If the position is reclassified to a class with the same salary grade, the salary and the merit increase eligibility date will not change.
- B. If the position is reclassified to a class with a higher salary range, reclassification shall be considered to be a promotion.
- C. If the position is reclassified to a class with a lower salary grade, the salary shall be determined as follows:
  1. If the salary of the employee is the same or less than the maximum of the new class, the salary and merit increase eligibility date shall not change.
  2. If the salary of the employee is greater than the maximum of the new

grade, the salary shall be designated as a Y-Rate and shall not change during continuous regular service until the maximum of the new grade exceeds the salary of the employee or until the period of time indicated in the schedule below has elapsed, whichever is sooner. If, at the end of the calendar period indicated below, the salary still exceeds the maximum of the new salary grade, the salary shall be reduced to the maximum salary for the new class.

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

### 5.9 Longevity Compensation

All employees in this Unit shall be entitled to an increase in compensation based upon completion of the years of continuous full-time service listed below. Employees may receive credit for prior years of service employed with California cities, counties, joint power authorities, and other special districts as approved by the Director of Human Resources and the County Administrator.

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

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

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

### 5.10 Working Out of Class

- A. It is the intent of this article to provide appropriate compensation to employees working out-of-class from the beginning of the third pay period of such assignment and continuing for the duration of such assignment.
- B. A working out-of-class assignment occurs when an employee receives a formal, written assignment by a department head to perform the majority of the work characteristics of a higher paying classification.

1. With prior approval from the Director of Human Resources, a department head may assign an employee the duties of another position in a higher classification when the following requirements are met:
  - a. The vacant position is specifically allocated to the department;
  - b. The assignment will require the duties of the position to be performed by the individual for a period of not less than two (2) pay periods.
  - c. The employee meets the minimum qualifications identified in the job description of the classification being assigned. In the event no employee is identified for the work out of class assignment who meets the minimum qualifications of the position, the department head may request the approval of a written waiver of this requirement from the Human Resources Director.
2. Such temporary assignment shall not be considered a promotion. That individual shall receive the recruiting salary for the class or such higher amount as would constitute at least a one (1) step increase on the grade over the salary received prior to the assignment not to exceed the top step of the new grade.
3. If the employee is eligible for a merit increase in the class occupied prior to the temporary assignment, such employee will be eligible for a rate increase on the temporary assignment class grade provided; however, such increase in the prior class would result in more than the rate being earned on temporary assignment.
4. Employee Process to Request Working Out of Class Pay
  - a. Informal Steps
    - (1) An employee who believes he/she is working out of class must raise it with the Department head in writing, specifying the duties/assignments that he/she believes are outside current classification.
    - (2) The Department head (or designee) will respond in writing to the employee within ten working days of receiving the written notice from the employee.
    - (3) If the Department Head does not respond or the matter is not resolved to the employee's satisfaction, the Union may send a letter to the Department head with the specifics of the situation (a copy to be sent to the HR Department). Such letter must be submitted within ten working days of the Department's response in step two above.

- (4) The Department Head may meet with the employee/Union, as necessary and will respond in writing to the Union's letter within ten working days.
- (5) If the Department Head does not respond or the matter is not resolved to the employee's satisfaction, the Union will submit a letter to Human Resources within ten working days of the response from the Department Head.

b. Formal Steps

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

5.11 Changes in Salary Allocation

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

5.12 Overpayment / Underpayment

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

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

2. “Taxes” means payment of Social Security, Medicare or State Disability taxes; excluding federal and state withholding taxes.
  3. “Deductions” means employee paid deductions, including but not limited to medical premiums and retirement deductions; excluding voluntary deductions (such as deferred compensation) and union deductions.
  4. “Accrued Leave” means vacation, sick leave, compensatory time off and all other types of authorized leave with pay.
  5. “Overpayment” means any compensation or accrued leave that has been overpaid or over-credited to an employee regardless of the reason, including but not limited to, administrative, clerical or system errors.
  6. “Underpayment” means any compensation or accrued leave that has been underpaid or under-credited to an employee regardless of the reason, including but not limited to, administrative, clerical or system errors.
- B. In the case of an overpayment of earnings or under withheld taxes or deductions, the employee shall reimburse the County. The employee has the following options for reimbursement:
1. Full payment through a 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. In the absence of a mutual agreement, the County may recover no more than 20% of the total amount in any one biweekly pay period.
- C. In the case of a leave accrual error which results in an overpayment, reimbursement may be made through one (1) of the following methods as mutually agreed to by the employee and the Auditor-Controller:
1. Full payment through a payroll adjustment if total amount of reimbursement does not exceed biweekly earnings.
  2. Full payment by personal check, money order, or cashier’s check if total amount of reimbursement exceeds biweekly earnings.
  3. Installments made through payroll, the number of installments shall not exceed the number of pay periods over which the error occurred.
  4. An alternate method mutually agreed upon by the employee and the Auditor-Controller.
- D. In the case of a leave accrual error, which results in an incorrect accrued leave balance, a one-time adjustment will be processed through payroll.



- E. In the case of an underpayment, the County will pay the employee a one-time adjustment through payroll unless the employee and the Auditor-Controller agree to an alternate method.
- F. An employee whose employment terminates prior to any reimbursements or adjustments being fully completed or satisfied; shall have the remaining balance withheld from any final compensation due to the employee, providing the final compensation is sufficient to provide for full reimbursement or adjustment. If the employee's final compensation is not sufficient to provide for full reimbursement or adjustment, the County retains the right to exercise other legal means to recover the remaining amount owed.
- G. Any amount of overpayment for a period earlier than three (3) years prior to the date of the Auditor's initial written notice to the employee shall be deemed waived and not reimbursable.
- H. The provisions of this section do not apply to grievance disputes which contend that the County has underpaid by misapplying or incorrectly interpreting the terms of this or any previous agreement. The time limits for the filing and processing of any grievance shall not be deemed to be excused, extended, or otherwise modified by the provisions of this section. Nor shall the relief available through the grievance procedure be enlarged by or as a result of the provisions of this section.
- I. The provisions of this section apply only to errors involving earnings, taxes, deductions, and accrued leave. No provision of this section shall preclude the correction or recovery of past errors (overpayments or other losses) which were the result of other matters.
- J. Any disagreement concerning actions taken under this sub-section may be filed at step 3 of the grievance procedure as a compensation grievance. Participation in the process outlined above, including making options as to methods of repayment, shall not preclude the employee from pursuing a grievance regarding the over payment.

## **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 the coverage effective January 1, 2016, the County's contribution toward the health plan, as historically administered, shall be set at 75% of the 2016 PEMHCA Bay Area Kaiser Permanente family rate minus the PEMHCA MEC.

Effective with the coverage effective January 1, 2017, the County's contribution toward the health plan, as historically administered, shall be set at 75% of the 2017 PEMHCA 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.

**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, 2015, 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 and one-half (1.5) times the employee's basic yearly earnings 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 three hundred fifty thousand dollars (\$350,000). An employee may purchase supplemental life insurance under costs, terms and conditions specified by the insurance plan provider.

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

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

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

## 6.7 Deferred Compensation

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

To encourage County employee participation in the deferred compensation program, the County will contribute a dollar for dollar match up to a maximum of five dollars (\$5.00) a pay period to the deferred compensation account of any County employee who is actively enrolled in the deferred compensation program.

## 6.8 Short Term Disability Insurance

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

## 6.9 Long Term Disability Insurance

Regular or limited term employees represented by this bargaining unit working at least twenty (20) hours per week participate in a County-sponsored long term disability insurance program. The County pays the premium for full-time employees. 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.

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

### D. Disputes Over PEPRA

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

### E. Pre-PEPRA 2.7% at Age 55 Formula Tier

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

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 twelve (12) consecutive month period immediately preceding retirement (or date of last separation from service if prior to retirement) or any other period of twelve (12) consecutive months during the member's applicable service that the member designates.

F. Pre-PEPRA Tier 2 (2% at Age 60 Formula)

The County amended its contract with CalPERS to provide employees hired on or after May 4, 2012 in bargaining unit classifications with a Miscellaneous formula of 2% @ age 60 in lieu of the 2.7% at 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.

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.

G. Phase Out of Employer Paid Member Contribution

The County pays to PERS two percent (2%) of the employee's pensionable pay toward the employee Member Contribution for employees that are not members of the PEPRA tier, for all unit classifications covered under this agreement except for those classifications designated as Executive Management.

Employees will pay to PERS by payroll deduction the remaining portion of the required PERS Member Contribution.

Effective the beginning of the first full pay period following Union ratification and the Board of Supervisors' adoption of this MOU, affected employees will pay the remaining portion of the employee-paid portion of the PERS retirement plan, which is two percent (2%) for Miscellaneous Senior Management Employees.

Effective the beginning of the first full pay period following Union ratification and the Board of Supervisors' adoption of this MOU, the County will increase wages by one and six-tenths percent (1.6%) for Miscellaneous Senior Management Employees.

H. 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 continue to contribute the applicable PERS member contribution by payroll deduction.

3. Employee Payment For Pre-PEPRA Formula Enhancement

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

4. Employee Payment of Employer Contributions

Effective the first full pay period following Union ratification and Board of Supervisors' approval of the MOU, the parties agree that employees shall share equally in the PERS employer rate increases for employer rate costs between 14% - 16% as an additional employee deduction, however, the maximum employee contribution shall not exceed one-half of one-percent (0.5%) through and including September 27, 2014.

Effective September 28, 2014, the parties agree to equally share in PERS employer rate increases for employer rate costs between 14% - 16%. The maximum employee contribution shall not exceed one percent (1%).

5. Pre-Tax Treatment PERS Member Contributions

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

I. Retiree Health Insurance Bank

The County has established a mandatory retiree health insurance bank based on the cash conversion of each employee's accrued, but unused sick and administrative leave, based on the pay-out rules set forth in this agreement, and in accordance with the provisions of the County's Retirement Health Savings Plan. This bank may be used for health care-related expenses eligible under Internal Revenue Code, Section 213.

6.11 Social Security and Medicare

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

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

## 6.12 Tuition Reimbursement Program

### A. Objective

The Tuition Reimbursement Program is designed to encourage employees to continue their self-development by enrolling in 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.
4. Course work may be in person, online, or through correspondence.
5. Prerequisite courses for eligible courses or courses, which are required for the completion of a specific program, are also eligible for tuition reimbursement. However, reimbursement shall not be made until the appropriate eligible courses have been satisfactorily completed.
6. Courses are not eligible for tuition reimbursement if they:
  - a. Are taken to bring unsatisfactory performance up to an acceptable level.
  - b. Are taken to acquire skills or knowledge, which the employee was deemed to have when appointed.



- c. Duplicate in-service training which is available.
  - d. Duplicate training which the employee has already had.
7. Conventions, workshops, institutes, etc., are not included in the Tuition Reimbursement Program. Departments shall continue to use their conference and convention funds and make their requests in conformance with the policy of the Board of Supervisors.
  8. Reimbursement shall be subject to certification by the department concerned that the course of study is directly related to the work of the employee an subject to the approval of the Director of Human Resources.
  9. Requests for reimbursement must be approved before the course is undertaken.
  10. 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 one thousand one hundred dollars (\$1,100).
  - c. An employee shall be reimbursed for expenses totaling five dollars (\$5.00) or more for a single course. Expenses less than 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.

**7. SAFETY AND WORKERS' COMPENSATION**

7.1 Safety

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

Complaints concerning safety will be forwarded to the Risk Manager.

7.2 Workers' Compensation

- A. In accordance with the California Labor Code, the County provides all statutory workers' compensation benefits for County employees who sustain work-related injuries or illnesses. Pursuant to Labor Code §3700 et seq., the County is self-insured for workers' compensation at no cost to the employee.
- B. In lieu of the statutory three (3) day waiting period for temporary disability payments pursuant to Labor Code §4652, whenever an employee is compelled by direction of a physician to be absent from duty due to an injury or illness determined to be work-related by the County, the employee shall receive full compensation for his/her scheduled work days and paid holidays falling during the first three (3) calendar days of such absence. Thereafter, accrued leave shall be integrated with workers' compensation temporary disability benefits pursuant to **Section L**, below.
- C. In the event that the County is unable to determine if the injury or illness is work-related, the employee shall use sick leave and upon exhaustion of sick leave may utilize any other accumulated leave benefits. If the injury or illness is determined to be work-related, leave benefits will be restored in accordance with **Section B**, above. Thereafter, an employee shall integrate accrued leave with workers' compensation temporary disability benefits pursuant to **Section L**, below.
- D. In the event of a disability which is non-industrial or where industrial causation has yet to be determined, employees shall make timely application for State Disability Insurance temporary disability benefits. Failure to apply for and receive State Disability Insurance benefits will void continuation of health benefits as provided by **Sections E, F and G**, below.
- E. The County will continue to pay the employer share of the monthly premium for medical, vision, dental, long-term disability insurance and life insurance coverage on behalf of a qualified regular full or part-time employee who is receiving temporary disability benefits from Workers' Compensation for a maximum of six (6) months.
- F. The County will continue to pay the employer share of the monthly premium for medical, vision, dental, long-term disability insurance and life insurance coverage on behalf of a qualified regular full or part-time employee who is receiving State Disability Insurance for the period of time that he/she has leave accruals to integrate or for the period he/she is on approved FMLA leave, whichever is longer.
- G. Employees receiving SDI will not accrue sick or annual leave during any pay period in which the employee does not have sufficient leave accruals to fully integrate such leave accruals to achieve 100% integration. In the case of an employee who is working less than his/her position allocation while collecting State Disability Benefits, the employee will earn pro-rated accruals based on actual hours worked.

- H. Sick leave may be used for any medical appointments due to a work-related injury or illness.
- I. Service credit as provided in this Memorandum of Understanding toward longevity compensation, seniority, and step increase eligibility shall not be affected by any pay period during which an employee received both County paid leave and temporary disability benefits from Workers' Compensation.
- J. An employee who has returned to work following a work-related injury or illness will be allowed up to two (2) hours paid County time-off to attend repeat medical appointments or follow-up visits related to a work-related injury or illness. Such appointments should be scheduled during the employees off duty hours whenever possible, and must be approved in advance by the County's workers' compensation insurance carrier when attended on County time. County time-off may be used during the first ninety (90) calendar days, following return to work, after the work-related injury or illness. After ninety (90) calendar days, sick leave or other accrued leave time must be used.
- K. Workers' compensation temporary disability and State Disability Insurance temporary disability benefits shall be integrated with accrued County leave as follows:
  - 1. Employees must promptly inform departmental payroll clerks of their Workers' Compensation temporary disability benefit amount and provide documentation of receipt for which he/she is eligible.
  - 2. Employees must promptly inform departmental payroll clerks of their State Disability benefit amount and provide documentation of receipt for which he/she is eligible. State Disability Insurance integration is not retroactive beyond one (1) pay period.
  - 3. Employees' pay, including leave accruals and Workers' Compensation temporary disability or State Disability Insurance temporary disability benefits shall not exceed the employee's regular gross pay. Gross pay is made up of regular base pay, bilingual differential and longevity compensation as applicable. Employees must integrate all required leave to equal 100% of their full time equivalent position.
  - 4. Upon exhaustion of sick leave, other accumulated leave will be integrated with the weekly Workers' Compensation temporary disability or State Disability Insurance temporary disability benefits. When sick leave balances are exhausted the employee will be notified by department payroll that other accumulated leave will be integrated.
  - 5. Employees will provide the County with appropriate medical information which includes a prognosis for the return to work.

7.3 Temporary Modified Duty Assignments

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

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

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

**8. INCENTIVES AND DIFFERENTIALS**

None.

**9. VACATION**

A. Full-time regular or limited-term employees in Senior Management positions shall accrue vacation benefits for each pay period of continuous service according to the following schedule:

<u>Pay Periods</u>	<u>Per Pay Period of Continuous Service</u>	<u>Maximum Earnable Vacation Accrual</u>
0 through 260	4.62 hours	280 hours
Over 260	6.16 hours	440 hours

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

Regular full time employees in Executive Management positions will accrue 6.16 vacation credits per pay period to a maximum earnable vacation accrual of 440 hours. Persons employed on a less than full time basis shall receive vacation benefits on a pro rata basis, proportional to their authorized hours, to a maximum accrual of 440 hours.

- B. Part-time regular or limited-term employees shall accrue vacation benefits in the same ratio to the vacation benefits received by regular or limited-term employees with like pay periods of consecutive service as the number of hours in the part-time work schedule is to the number of hours in the full-time work schedule.
- C. Absence without pay for more than 16 working hours in a pay period shall cause the pay period's service not to be counted toward earning vacation credit.
- D. Employees terminating employment for reasons other than retirement may not use annual leave or compensatory time off as a termination date.
- E. Employees may take vacation as it is earned. Once accrued, an employee may use vacation as an extension of sick leave.
- F. Each department head shall be responsible for scheduling vacations so as to achieve the most efficient functioning of the department and County service. No person may work for compensation for the County in any capacity during the time of his or her paid vacation from County service.
- G. Any employee separating from County service who has not taken earned vacation shall receive the hourly equivalent of his or her salary for each hour of earned vacation, up to the end of the last full pay period worked. Payment shall be to the nearest one-tenth of an hour. Employees terminating from County service prior to becoming eligible to take earned vacation shall be paid for accrued vacation. When separation is caused by death of an employee, payment shall be made to the beneficiary, if designated, or to the estate of such employee, or in applicable cases as provided by Section 630 of the Probate Code.
- H. An employee receiving pay in lieu of unused vacation may not be re-employed by the County in any capacity until the number of working days equal to the number of days paid vacation has elapsed following the effective date of separation.
- I. If an employee was disabled during a scheduled vacation, sick leave may be substituted for vacation for the period of disability upon the presentation of medical verification signed by the treating physician(s) and submitted within five days after the employee's scheduled return. The doctor's verification shall explain the nature and extent of the disability and limitations imposed on the patient as well as treatment and period of time of incapacity. Approval to substitute sick leave for vacation is at the discretion of the Director of Human Resources.
- J. With advance approval by the immediate supervisor, vacation benefits may be used to attend to emergency personal business in increments of one (1) hour or more. Employees are entitled to a reasonable expectation of privacy as to the specific nature of the emergency personal business. It is agreed that the nature of the emergency requiring personal leave may not permit more than minimal advance notice to the immediate supervisor.

- K. An employee who has accumulated the maximum accrual for his/her years of service (160/240/320/440 hours) and who has taken eighty (80) hours of vacation within the previous 26 pay periods, may request payment for up to forty (40) hours of vacation pay by submitting a written request for payment to the County Administrator. Only one such request may be made or paid during any 12 calendar month period.

## **10. SICK LEAVE**

- A. Regular or limited-term full-time employees shall accrue 3.70 hours of paid sick leave for each pay period. Sick leave may not be earned during a pay period in which an employee is absent without authorization or absent without pay for more than 16 working hours.

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

- B. Regular or limited-term part-time employees shall accrue paid sick leave in proportion to the relationship their basic workweek bears to 40 hours. Sick leave may not be earned during a pay period in which an employee is absent without pay for more than 15% of the regularly scheduled working hours.
- C. Sick leave may be used for illness, injury, pre-natal care or pregnancy or for medical, dental or ocular appointments. If a fraction of a day's sick leave is used, the leave charged shall be to the nearest one-tenth of an hour. Each department head shall be responsible for the control of abuse of the sick leave privilege. An employee may be required to furnish a certificate signed by a physician or nurse or other satisfactory evidence of illness.
- D. Regular or limited-term employees shall begin earning sick leave from the first day of the pay period following the pay period in which the employee commenced continuous service. If the commencement date was the first working day of a pay period, the first day of sick leave accrual shall be the first day of the pay period in which the service began.
- E. No more than 80 hours of sick leave annually may be granted to an employee or absence due to the care or attendance of ill or injured members of his or her immediate family. If a holiday or regular day off falls within the 80 hours, it shall be included within the 80 hours, but not charged to sick leave.
- F. Sick leave may not be used in lieu of vacation, but vacation or compensatory time off may be used in lieu of sick leave, after accrued sick leave has been exhausted.
- G. Termination of an employee's continuous service, except by reason of temporary layoff for lack of work or funds, shall cancel all sick leave accrued to the time of such termination, regardless of whether or not such person subsequently re-enters

the County service. No payment shall be made to any employee for unused sick leave accumulated to his/her credit at the time of termination of employment, except for reasons of regular or disability retirement, death, release from County employment as a result of a permanent reduction in the number of authorized regular help positions, or taking office as an elected County official. Employees terminating employment because of regular or disability retirement, death, release from County employment as a result of a permanent reduction in the number of authorized regular help positions, or to take office as an elected County official, shall be paid for their accumulated unused sick leave in the following manner:

Convert all to the retirement health savings account

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

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

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

- Grandparent
- Mother or Father
- Husband or Wife
- Registered domestic partner
- Person assuming the role of the employee’s spouse
- Son or daughter
- Brother or sister
- Grandchild
- A minor child for whom the employee has a parental relationship and/or legal custody

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

## **11. LEAVE CONTRIBUTION PROGRAM**

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



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

### 11.1 Eligibility for Leave Contribution Program

The receiving employee must:

1. Be a regular full-time or regular part-time employee who has passed the initial County probationary period;
2. Have exhausted all accumulated leave including vacation, sick leave, administrative leave and/or compensatory time off;
3. Be unable 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 balance on an hour-for-hour basis and shall be paid at the rate of pay of the receiving employee. For as long as the receiving employee remains in paid status, seniority and all other benefits will continue, with the exception of sick leave and vacation accrual. The total leave credits received by an employee will not normally exceed three (3) months. However, if approved by the department head and the Director of Human Resources, total leave credits may be extended on a case by case basis.

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

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

### 11.3 Guidelines for Donation for Leave Credits

- A. Accrued vacation, compensatory time off and/or administrative leave hours may be donated by any regular full-time or regular part-time employee who has completed his/her initial County probationary period.
- B. The total amount of time donated by one employee to another employee shall not exceed 40 hours.
- C. Initial leave donations must be a minimum of eight (8) hours and, thereafter, in four (4) hour increments. An employee may not donate leave hours which would reduce his/her accrued vacation balance to less than 40 hours.
- D. The use of donated leave hours must be in consecutive one (1) shift increments



(i.e., 8 hours for a full time employee working five eight-hour days/week).

- E. Leave donations are forfeited once made. If the receiving employee does not use all donated leave, any balance remains with the employee.
- F. In accordance with Internal Revenue Service (IRS) Ruling 90-29, leave donated for medical reasons will not be considered wages for the employee who donates the leave. It will not be included in gross income or be subject to withholding. An employee who donates leave incurs no deductible expense or loss either upon the donation or use by the recipient.

## **12. BEREAVEMENT LEAVE**

- A. Employees shall be entitled to bereavement leave, not chargeable to vacation or sick leave, in the event of the death of one of the following members of the employee's family:
  - Natural, step, adoptive parents and grandparents of the employee
  - Natural, step, adopted children and grandchildren of the employee
  - A person acting in loco parentis for the employee
  - Natural and step brothers and sisters of the employee
  - Present spouse of the employee
  - A person assuming the role of the employee's spouse
  - Ex-spouse who is the natural parent of a minor child in the custody of the employee
  - Natural parents and grandparents of the employee's spouse
  - Grandchildren of the employee's spouse
  - Natural brothers and sisters of the employee's spouse
  - Present spouses of the employee's natural brothers and sisters
  - Son-in-law and daughter-in-law of the employee
- B. Bereavement leave shall be a maximum of 40 hours within ten (10) consecutive calendar days, whether services are within the state or outside the State of California. Employees desiring more leave may request vacation or other appropriate leaves to be granted at the sole discretion of the department head.

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

## **13. OTHER LEAVES**

### **13.1 Maternity Leave**

Sick leave may be used during pregnancy upon certification by a physician that, due to pregnancy, an employee is no longer able to perform the duties of her position. Sick

leave may be used after the birth if the employee's physician certifies that the employee is not yet able to perform the duties of her position. Employees who have been cleared to return to work by their physicians after pregnancy but who wish to delay their return may request use of vacation, compensatory time off or a leave without pay following normal departmental procedures. A female employee may use any accrued paid leave time or leave without pay for up to four (4) months in connection with the birth of a child. However, sick leave is only available if there is a medical reason for the employee's continued absence from work.

### 13.2 Family and Medical Leave

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

### 13.3 Legal Proceedings / Jury Duty

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

### 13.4 Time Off for Blood Donation

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

### 13.5 Time Off for Promotional Examination

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

### 13.6 Military Leave of Absence

A request for military leave of absence shall be made upon forms prescribed by the Director of Human Resources, shall include a copy of the employee's military orders, and shall include the date such military leave is to begin and the probable date of return. All employees shall be entitled to military leave of absence and compensation as provided in Section 395-395.02 of the Military and Veterans' Code of the State of California.

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

### 13.7 Leave of Absence Without Pay

- A. Leave of absence without pay may be granted only to an employee having a satisfactory record. A department head may authorize a leave of absence without pay for up to thirty (30) calendar days for a permanent or probationary employee. Successive leaves may not be granted by a department head.
- B. A permanent employee may be granted a leave of absence without pay for more than thirty (30) calendar days upon written request and the recommendation of the department head to the Director of Human Resources or his/her designee and only upon the exhaustion of all other appropriate leave balances. Request for leave of absence without pay shall state the reasons for the requests, the date of commencement and the date of return. The request shall normally be initiated by the employee, but may be initiated by a department head. The department head shall recommend granting, modifying or denying the request and shall promptly transmit it to the Director of Human Resources or his/her designee for consideration and approval.
- C. A leave of absence without pay may be for a period not to exceed one (1) year. Such leave may be extended for an additional year, if the request for the extension, processed as the original request, is made at least 10 days prior to the end of the original leave. The Director of Human Resources or his/her designee shall promptly be notified when an employee returns from a leave of absence without pay.
- D. Neither leave accruals nor benefits shall accrue while an employee is on leave of absence without pay.
- E. Immediately prior to or at the time of return from leave of absence, an employee

may be required to submit a statement from a physician attesting to his/her physical and/or mental ability to return to work.

- F. If an employee desires to return to work before expiration of the leave of absence without pay, the department head may require reasonable notice of fifteen (15) calendar days or less.
- G. A leave of absence without pay may be revoked by the Director of Human Resources upon evidence submitted by the department head that the reason for granting leave was misrepresented or has ceased to exist.
- H. Failure to return at the expiration of a leave of absence or being absent without leave shall be considered an automatic resignation. An automatic resignation may be rescinded by the department head if the employee presents satisfactory reasons for his/her absence within three (3) days of the effective date of the automatic resignation.
- I. A leave of absence without pay may be granted for any of the following reasons:
  - 1. Illness or disability;
  - 2. Pregnancy
  - 3. To take a course of study which increases the employee's usefulness on return; or
  - 4. For other reasons acceptable to the department head and/or the Director of Human Resources.

## **14. HOLIDAYS**

### **14.1 Holidays Eligibility**

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

14.2 Fixed Paid Holidays

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

When a paid holiday falls on a Saturday, the preceding Friday is a paid holiday.  
When a paid holiday falls on a Sunday, the Monday following is a paid holiday.

14.3 Other Paid Holidays

- A. Special or limited holidays appointed by the President or the Governor.
- B. Such other days in lieu of holidays as the Board of Supervisors may determine.

**15. PROBATIONARY PERIOD**

Employees in this bargaining unit do not serve a probationary period, are designated as at-will, serve at the discretion of the Appointment Authority and may be terminated at any time by the Appointing Authority.

**16. LAYOFF**

Employees are at-will status. The County Administrator Officer may implement, at his/her discretion, a layoff policy and/or process.

**17. FURLOUGHS**

17.1 Closure of County Facilities to Achieve Cost Reductions

- A. The parties agree that the Board of Supervisors shall have the right to close County facilities and or cease County operations regardless of funding source, for up to twelve (12) workdays per fiscal year (July 1 to June 30). The twelve (12) days will be determined at the sole discretion of the County. If the County, in its sole discretion, decides to invoke this authority, it will notify the Union of this decision and the dates of the operations/facility closures.

- B. The purpose of the facilities/operations closure is to reduce the need for layoffs and to establish a schedule for the uniform closure or ceasing of certain County Facilities and/or operations.
- C. The closure shall not apply to twenty-four-hour institutions and operations designated by the County Administrator to be twenty-four-hour operations, specified law enforcement functions, or other public services that normally operate on legal holidays. Services that do not normally function on legal holidays will be closed unless authorized by the Board of Supervisors or the County Administrator.

#### 17.2 Employees' Pay Reductions/Accrual of Deferred Hours

- A. This provision applies to all employees except those employees who are exempt from deferred hours as specified in Section 17.3, Employees Exempt from Pay Reduction/Deferred Hours.
- B. The reduction in pay shall be prorated over up to twenty-four (24) pay periods, two (2) pay periods for each day facilities/operations are closed. At the discretion of the County Administrator, but no earlier than the first pay period of the fiscal year, and for each pay period thereafter, four (4) hours pay shall be deferred. Employees shall be paid for seventy-six (76) hours although they work eighty (80) hours. Part-time employees shall receive prorated hours deferred and prorated salary reduction.
- C. On days County facilities/operations are closed in accordance with this provision, employees will utilize deferred hours to maintain their level of pay. If employees do not have sufficient deferred hours, they will be allowed to use vacation, CTO, or other appropriate leave accruals to maintain their level of pay. If no accruals are available for use, employees will use leave without pay to cover all or a portion of the furlough day.

#### 17.3 Employees Exempt from Pay Reductions/Deferred Hours

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

#### 17.4 Paid if Required to Work

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

#### 17.5 Furlough Day on Scheduled Day Off

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

#### 17.6 Impact of Furlough on Benefits

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

#### 17.7 Impact of Furlough on Holidays

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

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

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

#### 17.9 Terminating Employees

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

#### 17.10 Effects of Furlough

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

### **18. DISCIPLINARY ACTION**

Employees are disciplined or terminated as “at-will” and serve at the discretion of the Appointing Authority and may be terminated at any time by the Appointing Authority. Employees do not have the right of appeal except as specifically provided below.

#### 18.1 Discipline Subject to Appeal

Disciplinary actions subject to appeal are dismissal from employment, suspension without pay of greater than five (5) work days, demotion to a classification with a lower maximum pay rate, or a reduction in pay greater than the employee’s base pay rate earnings over five (5) work days.

## 18.2 Disciplinary Action Notice

Discipline which is subject to appeal shall include the reason(s) for the disciplinary action.

## 18.3 Disciplinary Action Appeal Process

Disciplinary actions may be appealed in writing to the County Administrator or his/her designee within fifteen (15) calendar days of the date the Notice of Discipline is provide to the employee. The County Administrator or his/her designee shall have twenty-one (21) calendar days following receipt of the appeal to investigate the issues, meet with the employee and his/her representative (if the employee brings a representative), and attempt to reach a satisfactory resolution, and issue a written decision.

If the County Administrator assigns a designee to hear the disciplinary action appeal, then the designee shall be from a department which is different from which the employee is (and/or was) assigned.

The County Administrator's or designee's disciplinary action appeal decision shall be final and binding, and shall not be subject to any other appeal.

## **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. An employee and/or the Union may be a party to a dispute subject to the grievance process except that the Union shall file a Union grievance only at Step 3 of the process. Provisions which specifically provide that the decision of any County official shall be final are excluded and not subject to the grievance procedure.

### 19.2 Grievance Purpose

The purposes of this procedure are:

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



### 19.3 Grievance Steps

#### **Step 1. Informal Discussion**

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

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

#### **Step 2. Department Head and/or Designated Representative**

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

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

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

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

#### **Step 4. Mediation**

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

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

The recommendation of the mediator shall be advisory only.

The mediator shall not issue any public statement or fact or opinion in the matter in question.

The mediator'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 mediator to arbitration.

### **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 Mediation and 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 mediator.

### **19.4 Grievance Timelines**

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

### **19.5 Scope of Grievance Decisions**

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

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 unless such dispute falls within the definition of a grievance .

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

## 19.6 Compensation Complaints

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

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

## 20. HOURS OF WORK AND ADMINISTRATIVE LEAVE

### 20.1 Hours of Work

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

The official workweek shall be a minimum of 40 hours of work in any seven (7) consecutive calendar days. The workweek schedule consists of five (5) eight (8) hour days. However, department heads may establish workweek schedules which differ from the schedule above, upon prior recommendation of the department head and approval of the County Administrator. Employees assigned to Unit #19 are considered exempt from the Fair Labor Standards Act.

### 20.2 Administrative Leave

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

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

Use of Administrative Leave is subject to the approval of the Department Head. Administrative Leave may be taken in increments of not less than one (1) hour. In the event it is the Department Head's determination that an employee covered by this provision had worked an extraordinary number of hours over the forty (40) hour workweek, the Department Head may approve additional informal Administrative Leave for that employee.

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

**B. Restrictions Regarding the Use of Administrative Leave**

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

**21. NO STRIKE/NO LOCKOUT**

The Union, its members and representatives, agree not to engage in, authorize, sanction, or support any strike, slowdown, stoppage of work, concerted refusal of overtime work, refusal to operate designated equipment (provided such equipment is safe and sound) or to perform customary duties during the term of this Memorandum of Understanding.

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

## **22. OTHER PROVISIONS**

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

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

### **22.2 Mileage Reimbursement**

The County's Travel Policy is incorporated by reference; any disputes concerning the travel policy are subject to the grievance procedures excluding, however, the arbitration step.

### **22.3 Conflict of Interest**

- A. County employees shall not engage in any activity which constitutes a conflict of interest due to the nature, conditions, or some other aspect of the activity. Any officer or employee wishing to engage in any occupation or outside activity for compensation shall inform his/her department head, in writing and in advance, of the time required and the nature of such activity. It shall be the responsibility of each department head to ensure that employees in his/her department do not engage in any activity which constitutes a conflict of interest. The department head shall issue an opinion to an employee if the employee's proposed activity constitutes a possible conflict of interest within ten (10) working days from the date the department head received notice of the proposed activity.
- B. An employee who has followed this procedure will not be disciplined under the provisions of this section without such employee having received prior written notification of the possible conflict of interest. Disputes concerning this provision will be handled under the County's Grievance Procedure.

### **22.4 Personnel Files**

- A. An employee or his or her representative, on presentation of written authorization from the employee, shall have access to the employee's personnel file on request. The County shall furnish the employee copies of all performance evaluation reports and letters of reprimand or warning prior to placement of such documents into the employee's personnel file. The employee may be required to acknowledge the receipt of any documents entered into his or her personnel file.
- B. Performance reviews and written reprimands shall only be placed in an employee's official personnel file if the employee has either signed and dated the

document or a supervisor/manager has signed and dated it indicating the date the employee was given a copy and refused to sign it. Disciplinary action shall only be placed in the file after the employee has been provided a copy of the action.

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

## 22.5 Continuing Education

With the approval of the Department Head, County Administrator or the County Administrator's designee, a regular full time employee (pro-rated for part time employees) who is required to complete continuing education hours and/or professional units in order to maintain a required license or certification for a specific job classification, shall be:

1. Granted time off to participate in continuing education courses as accepted by the appropriate state board. The continuing education hours shall be granted for continuing education hours and travel time only. No additional time off will be granted for continuing education classes taken during non-work hours (i.e., evenings and weekends);
2. Reimbursed for costs associated with registration fees and travel expenses, consistent with the County's Travel Policy.

Requests for continuing education time must be made at least two (2) weeks in advance of the course on forms approved by the County Administrator or his/her designee and a copy of the course brochure must accompany the request. Requests will not be unreasonably denied.

Each February, the Director of Human Resources shall furnish the Union a listing of the classifications covered under this section, the number of continuing education hours authorized each fiscal year, the name of the appropriate state board which requires continuing education hours in order to maintain a required license or certification, and the number of continuing hours required and the time frame for those continuing education hours to be accumulated. The Union, not later than thirty (30) days after mailing by the Director of Human Resources shall notify the Director of Human Resources of any disagreement and absent such notification the list shall be assumed to be correct. The annual listing shall be for the following fiscal year.

## 22.6 Joint Labor-Management Committee

- A. In the event concerns or issues arise during the term of this MOU, either party may notify the other of their desire to initiate a labor/management committee meeting. The notification process will be such that either party may send a letter to the other (to the Director of Human Resources or to the Union Business Agent) requesting the meeting, specifying the issue to be discussed and suggesting meeting dates and times.

- B. A committee will be established, which will include up to three (3) bargaining unit employees, to discuss issues of importance to both executive and senior management employees and the employer, Solano County. Such topics could include, but are not necessarily limited to: the design of a training program in cooperative employer-employee relations techniques; to give input on Countywide issues from an executive and senior management perspective; to internally resolve problems arising between managers.
- C. This section is not subject to the grievance process.


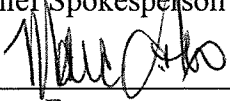

**23. SEVERABILITY**

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

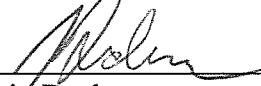
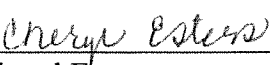

**24. FULL UNDERSTANDING**

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, subject to the County's obligations under Government code 3500 et. seq.

**FOR THE COUNTY:**

	10/30/15
Donald Turko	Date
Chief Spokesperson	
	11/4/15
Marc Fox	Date
Director of Human Resources	
	10/30/15
William Emlen	Date
Director of Resource Management	

**FOR THE UNION:**

	10/29/15
Justin Decker	Date
Chief Spokesperson	
	10/29/15
Cheryl Esters	Date
Dep Compliance & Quality Assurance Manager	
	10-29-15
Keith Hanson	Date
Real Estate Manager	



Pamela Posehn 11/3/15  
Date  
Pamela Posehn  
Director of Child Support Services

Charmie Junn 11/3/15  
Date  
Charmie Junn  
Principal Human Resources Analyst

Ciara Gonsalves 10/29/15  
Date  
Ciara Gonsalves  
Contract & Program Specialist

Teri Ruggiero 10/29/15  
Date  
Teri Ruggiero  
Public Authority Administrator

Halsey Simmons 10/29/15  
Date  
Halsey Simmons  
Deputy Director H&SS-Mental Health

Susan Zialcita 10/29/15  
Date  
Susan Zialcita  
Policy and Financial Manager

**Appendix A – Listing of Classifications**

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

**Executive Management**

Dep Director First 5 Solano  
Dep Director H&SS-E&E Programs  
Dep Director H&SS-Health Offcer  
Dep Director H&SS-Mntl Hlth  
Dep Director H&SS-Soc Prog CWS  
Dep Director H&SS-Soc Prog ODA  
Dep Director of Library Svcs  
Dep Registrar of Voters  
Director of Admin Services

**Senior Management**

Admin Services Manager  
Airport Manager  
Animal Care Manager  
Asst Animal Care Mgr/Vol Coord  
Asst Family Violence Prev Coor  
Building Official  
Capital Projects Manager  
Central Services Manager  
Chief Appraiser  
Chief Dep Auditor-Controller  
Chief Dep PubAdmin/PubGuard/PC  
Chief Med Officer/Dep Hlth Off  
Chief Public Defender Investig  
Contract & Program Specialist  
County Architect  
County Surveyor  
Criminal Justice Researcher  
Dep Auditor-Controller  
Dep Compliance & QA Manager  
Dep Sealer Of Wts & Measures  
Emergency Medical Svcs Admin  
Emergency Services Manager  
Employment/Eligibility Admin  
Engineering Manager  
Environmental Health Mgr  
Facilities Operations Manager  
Family Violence Prevention Officer  
Fleet Manager  
Forensic Laboratory Director

Forensic Pathologist  
H&SS Financial Administrator  
**Senior Management** (continued)  
H&SS Financial Manager  
Health Services Administrator  
Info Tech Manager  
Investment Officer  
IT Infrastructure & Ops Mgr  
IT Finance & Administration Mgr  
Library Branch Manager  
Library Technical Svcs Manager  
Literacy Program Manager  
Local Government Mgmt Fellow  
Mental Health Medical Director  
Mental Health Services Admin  
Nursing Services Director  
Parks Services Manager  
Planning Program Manager  
Policy & Financial Analyst  
Policy & Financial Manager  
Public Authority Administrator  
Public Hlth Lab Asst Director  
Public Hlth Lab Director  
Public Works Operations Mgr  
Real Estate Manager  
Social Svcs Administrator-CWS  
Social Svcs Administrator-ODA  
Substance Abuse Administrator  
Systems & Programming Manager

**Appendix B – Salary Schedule**

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

<b>Executive Management</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>
Dep Director First 5 Solano	7,202.73	7,562.86	7,941.00	8,338.06	8,754.96
Dep Director H&SS-E&E Programs	9,173.90	9,632.59	10,114.22	10,619.94	11,150.93
Dep Director H&SS-Health Offcr	16,071.38	16,874.95	17,718.70	18,604.63	19,534.87
Dep Director H&SS-Mntl Hlth	10,794.26	11,333.98	11,900.67	12,495.71	13,120.49
Dep Director H&SS-Soc Prog CWS	9,173.90	9,632.59	10,114.22	10,619.94	11,150.93
Dep Director H&SS-Soc Prog ODA	9,173.90	9,632.59	10,114.22	10,619.94	11,150.93
Dep Director of Library Svcs	7,339.68	7,706.67	8,092.00	8,496.60	8,921.43
Dep Registrar of Voters	7,151.20	7,508.76	7,884.20	8,278.41	8,692.33
Director of Admin Services	9,299.70	9,764.68	10,252.92	10,765.56	11,303.84

<b>Senior Management</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>
Admin Services Manager	7,125.70	7,481.99	7,856.09	8,248.89	8,661.34
Airport Manager	7,612.36	7,992.98	8,392.63	8,812.25	9,252.87
Animal Care Manager	6,395.77	6,715.55	7,051.34	7,403.89	7,774.10
Asst Animal Care Mgr/Vol Coord	5,746.98	6,034.34	6,336.05	6,652.85	6,985.50
Asst Family Violence Prev Coor	4,731.61	4,968.20	5,216.61	5,477.44	5,751.30
Building Official	8,309.89	8,725.38	9,161.65	9,619.73	10,100.72
Capital Projects Manager	8,585.49	9,014.77	9,465.51	9,938.78	10,435.72
Central Services Manager	7,833.12	8,224.78	8,636.01	9,067.81	9,521.21
Chief Appraiser	8,315.09	8,730.84	9,167.39	9,625.75	10,107.05
Chief Dep Auditor-Controller	8,315.09	8,730.84	9,167.39	9,625.75	10,107.05
Chief Dep PubAdmin/PubGuard/PC	5,396.57	5,666.40	5,949.72	6,247.20	6,559.57
Chief Med Officer/Dep Hlth Off	16,003.41	16,803.59	17,643.76	18,525.95	19,452.25
Chief Public Defender Investig	8,918.32	9,364.24	9,832.45	10,324.07	10,840.27
Contract & Program Specialist	5,746.98	6,034.34	6,336.05	6,652.85	6,985.50
County Architect	8,585.48	9,014.77	9,465.50	9,938.78	10,435.71
County Surveyor	8,605.93	9,036.22	9,488.04	9,962.44	10,460.56
Criminal Justice Researcher	6,988.22	7,337.62	7,704.51	8,089.73	8,494.21
Dep Auditor-Controller	7,125.70	7,481.99	7,856.09	8,248.89	8,661.34

<b>Senior Management</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>
Dep Compliance & QA Manager	7,126.03	7,482.33	7,856.44	8,249.27	8,661.73
Dep Sealer Of Wts & Measures	5,746.98	6,034.34	6,336.05	6,652.85	6,985.50
Emergency Medical Svcs Admin	7,125.70	7,481.99	7,856.09	8,248.89	8,661.34
Emergency Services Manager	8,152.54	8,560.17	8,988.17	9,437.58	9,909.46
Employment/Eligibility Admin	8,304.94	8,720.19	9,156.20	9,614.00	10,094.71
Engineering Manager	10,032.52	10,534.15	11,060.86	11,613.90	12,194.59
Environmental Health Mgr	9,096.37	9,551.19	10,028.75	10,530.19	11,056.70
Facilities Operations Manager	7,612.36	7,992.98	8,392.63	8,812.25	9,252.87
Family Violence Prevention Officer	6,071.42	6,374.99	6,693.74	7,028.43	7,379.85
Fleet Manager	7,125.70	7,481.99	7,856.09	8,248.89	8,661.34
Forensic Laboratory Director	9,661.41	10,144.48	10,651.70	11,184.29	11,743.50
Forensic Pathologist	14,030.06	14,731.57	15,468.15	16,241.55	17,053.63
H&SS Financial Administrator	8,585.48	9,014.77	9,465.50	9,938.78	10,435.71
H&SS Financial Manager	8,064.40	8,467.62	8,891.00	9,335.55	9,802.32
Health Services Administrator	9,014.77	9,465.50	9,938.78	10,435.71	10,957.50
Info Tech Manager	9,072.15	9,525.75	10,002.04	10,502.14	11,027.25
Investment Officer	7,125.70	7,481.99	7,856.09	8,248.89	8,661.34
IT Infrastructure & Ops Mgr	9,072.15	9,525.75	10,002.04	10,502.14	11,027.25
IT Finance & Administration Mgr	7,125.70	7,481.99	7,856.09	8,248.89	8,661.34
Library Branch Manager	6,395.77	6,715.55	7,051.34	7,403.89	7,774.10
Library Technical Svcs Manager	6,395.77	6,715.55	7,051.34	7,403.89	7,774.10
Literacy Program Manager	6,396.24	6,716.05	7,051.86	7,404.45	7,774.67
Local Government Mgmt Fellow	4,040.86	4,242.90	4,455.05	4,677.80	4,911.70
Mental Health Medical Director	17,106.31	17,961.62	18,859.70	19,802.68	20,792.82
Mental Health Services Admin	10,049.50	10,551.97	11,079.56	11,633.55	12,215.22
Nursing Services Director	9,336.85	9,803.69	10,293.88	10,808.57	11,349.00
Parks Services Manager	6,720.11	7,056.12	7,408.92	7,779.37	8,168.34
Planning Program Manager	8,836.15	9,277.96	9,741.86	10,228.95	10,740.40
Policy & Financial Analyst	7,025.60	7,376.88	7,745.72	8,133.01	8,539.66
Policy & Financial Manager	7,868.67	8,262.11	8,675.21	9,108.97	9,564.42
Public Authority Administrator	7,612.36	7,992.98	8,392.63	8,812.25	9,252.87
Public Hlth Lab Asst Director	6,720.11	7,056.12	7,408.92	7,779.37	8,168.34
Public Hlth Lab Director	8,585.48	9,014.77	9,465.50	9,938.78	10,435.71

<b>Senior Management</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>
Public Works Operations Mgr	7,612.36	7,992.98	8,392.63	8,812.25	9,252.87
Real Estate Manager	7,125.70	7,481.99	7,856.09	8,248.89	8,661.34
Social Svcs Administrator-CWS	8,304.94	8,720.19	9,156.20	9,614.00	10,094.71
Social Svcs Administrator-ODA	8,304.94	8,720.19	9,156.20	9,614.00	10,094.71
Substance Abuse Administrator	7,612.36	7,992.98	8,392.63	8,812.25	9,252.87
Systems & Programming Manager	9,072.15	9,525.75	10,002.04	10,502.14	11,027.25

2. Effective on the first day of the pay period commencing after the Board of Supervisors adopts this Memorandum of Understanding, the foregoing base wage rates will increase three percent (3%). same day, employees in the classifications of Emergency Services Manager and Deputyth and Social Services-Mental Health shall receive an additional two percent (2%) salary compaction avoidance increase, for a total increase equal to five percent (5%). On that same day, employees in the classification of Public Health Lab Assistant Director shall receive an additional one and nine-tenths percent (1.9%) salary compaction avoidance increase, for a total increase equal to four and nine-tenths percent (4.9%). On that same day, employees in the classification of Deputy Compliance and Quality Assurance Manager shall receive an additional one and one-tenth percent (1.1%) salary compaction avoidance increase, for a total increase equal to four and one-tenth percent (4.10%).
  
3. Effective thirteen (13) pay periods following the salary compaction avoidance adjustment specified in #2, employees in the classification of Emergency Services Manager shall receive an additional salary compaction avoidance increase of one and two-tenths percent (1.2%) and employees in the classification of Deputy Director Health and Social Services-Mental Health shall receive an additional salary compaction avoidance increase of six-tenths of one percent (0.6%).
  
4. Effective on the first day of the pay period that includes October 1, 2016, the base wage rates set forth in this APPENDIX B, paragraph 1 above, as adjusted by the increase provided in this Appendix B, paragraph 2 above, will increase by three percent (3%) of the base wage rates in effect the day before such increase takes effect.
  
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.
  
6. Effective on the first day of the pay period commencing after the Board of Supervisors adopts this Memorandum of Understanding authorize the Director of Human Resources, with concurrence from the County Administrator, to maintain a ten percent (10%) wage separation between executive and senior management classifications and subordinate staff.

Nothing in this section shall mandate the County to increase the wages to any classification.

**Appendix C – Payroll Deduction Authorization**

**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**

**Note:**  
The Union may substitute a different form for this Appendix C, Payroll Deduction Authorization, provided it includes the employee's Social Security Number or Employee ID Number, and the amount to be deducted each pay period. In the event the Union-provided payroll deduction authorization form does not include a maintenance of membership provision (i.e., revocations only during the month of May) and an employee submits a written revocation of membership, then the County will process said revocation.



**Appendix D – Closure of County Facilities to Achieve Cost Reductions**

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

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

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

<b>Situation</b>	<b>Result</b>	<b>Comments</b>
	language.  If furlough day falls on day off, another day is taken as furlough.	time employee.
Not enough accrued furlough to cover furlough day	Use applicable leave balances. If no leave balances available, record leave without pay hours.	

**Appendix E – Cost Sharing of PERS Retirement Formula**

The PERS retirement enhancement provides for the 2.7% @ 55 formula. Solano County non-safety PERS members enrolled into the PERS pension plan before May 4, 2012 share the cost of this benefit as established by PERS (\$75,036,452) as the responsibility of the employees. The County will agree to allow the employees to pay for this plan enhancement in the form of a payroll deduction, with the cost amortized over the next 20 years. This payment will take the form of a percentage deduction made from the paycheck of each employee in the unit, until the above-established cost has been recovered based on the following:

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

- A. Amount due to the County each year = Total cost divided by 20 years.
- B. Annual per employee pay back = Divide the annual amount due to the County each year by the average number of employees for the previous year.
- C. Average pay back per employee per pay period = Divide the annual per employee pay back by 26 pay periods.
- D. The percentage amount deducted from each employee = Divide the average pay back per employee per pay period by the average per pay period of PERS Reportable salary.
- E. The percentage amount deducted from each employee shall be no more than 3% cap.
- F. The amount deducted shall be with pre-tax dollars, as permissible by the IRS.

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

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

**SIDE LETTER OF AGREEMENT**

To the Memorandum of Understanding  
Between the County of Solano and Local 21, Unit #19, Executive and Senior Management

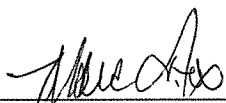
This will confirm an understanding reached between the County of Solano ("Solano") and Professional & Technical Engineers, Local 21, representing Unit 19, Executive and Senior Management ("Union"), collectively "the parties."

The parties find it desirable to adopt this Side Letter Agreement as follows:

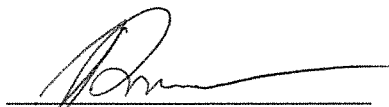
"If Unit 16 (Mid-Management) or Unit 6 (Health & Welfare Supervisors) receives a general wage increase greater than six percent (6%) during the timeframe of October 23, 2015 through September 29, 2017, then the same general wage increase above six percent (6%) shall be provided to this bargaining unit for the Unit 16 or Unit 6, whichever is adopted first by the Board of Supervisors. The term "general wage increase" does not include any special adjustments specific to a classification or subset of a bargaining unit and excludes any wage increase (or portion thereof) which is attributable to a change in other collective bargaining provisions."

COUNTY REPRESENTATIVE

UNION REPRESENTATIVE



\_\_\_\_\_  
Marc A. Fox  
Director of Human Resources



\_\_\_\_\_  
Justin Decker  
Representative/Organizer

Date 11/3/15

Date 10/29/15

**SIDE LETTER OF AGREEMENT**

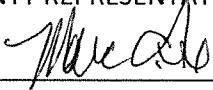
To the Memorandum of Understanding  
Between the County of Solano and Local 21, Unit # 19, Executive and Senior Management

Regarding Salary Compaction

This will confirm an understanding reached between the County of Solano, hereinafter referred to as the County, and the Professional and Technical Engineers, Local 21, hereinafter referred to as the Union, representing Unit #19, Executive and Senior Management.

During the term of this agreement, the County and the Union agree to meet and to define and identify the appropriate comparisons and linkages for the purposes of compaction avoidance through the Joint Labor Management Committee, with such process to conclude not later than 180 days prior to September 28, 2017.

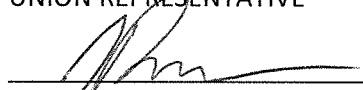
COUNTY REPRESENTATIVE



\_\_\_\_\_  
Marc A. Fox  
Director of Human Resources

Date 11/3/15

UNION REPRESENTATIVE



\_\_\_\_\_  
Justin Decker  
Representative/Organizer

Date 10/29/15

Side Letter Agreement  
Between the County of Solano and Professional & Technical Engineers, Local 21

This will confirm an understanding reached between the County of Solano (County) and the Professional & Technical Engineers, Local 21, representing **Unit 19** (Executive and Senior Management), collectively, "the parties."

The parties agree to amend **Section 6.3**, Cafeteria Plan, by providing a fifty dollar (\$50.00) per month supplemental contribution to those employees enrolled in the health insurance plan at the "employee plus two or more dependents" level, effective with the pay period which includes January 1, 2016 and sunsets (ends) upon the current collective bargaining agreement's expiration date of September 28, 2017. The amended **Section 6.3**, Cafeteria Plan, shall read:

6.3 Cafeteria Plan

Effective with the coverage effective January 1, 2016, the County's contribution toward the health plan, as historically administered, shall be set at 75% of the 2016 PEMHCA Bay Area Kaiser Permanente family rate minus the PEMHCA MEC.

Effective with the coverage effective January 1, 2017, the County's contribution toward the health plan, as historically administered, shall be set at 75% of the 2017 PEMHCA 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 pay period that includes January 1, 2016 or the first of the month following signatures by the parties, whichever is later, 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 September 28, 2017.

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



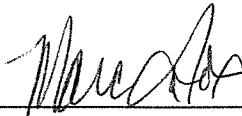
employee's Health Care Reimbursement Account ("HCRA"). The employee's election is irrevocable until the next open enrollment period, except on the occurrence of a qualifying event specified in the County's Plan Document. The employee will forfeit all unused funds remaining in his/her HCRA at the end 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.

Further, the parties agree to amend **Section 6.10, Retirement, paragraph H, subpart 4** by sunsetting (ending) the PERS cost-share effective January 1, 2017. The amended **Section 6.10.H.4** shall read:

4. Employee Payment of Employer Contributions (Employer Cost-Sharing).  
The parties agree to equally share in PERS employer rate increases for employer rate costs between 14% - 16%. The maximum employee contribution shall not exceed one percent (1%). This provision shall sunset on January 1, 2017.

FOR THE COUNTY



Marc Fox  
Director of Human Resources

Dated: 12/15/15

FOR Professional & Technical Engineers



Justin Decker  
Representative/Organizer

Dated: 12/15/15



**SIDE LETTER OF AGREEMENT**

To the Memorandum of Understanding  
Between the County of Solano and Local 21, Unit # 19, Executive and Senior Management

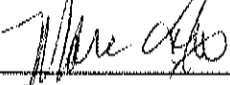
Regarding Vacation Leave

This will confirm an understanding reached between the County of Solano, hereinafter referred to as the County, and the Professional and Technical Engineers, Local 21, hereinafter referred to as the Union, representing Unit #19, Executive and Senior Management.

Effective February 27, 2017, the Parties agree to the following:

Prior to the beginning of each calendar year, an employee wishing to cash out up to eighty (80) hours of vacation accruals, may make such a request between November 1 and by no later than December 20th of the preceding year. This election shall be irrevocable. Payment will be made upon the employee's request, before December 31 of the next calendar year, but no sooner than at the time the employee has accrued the number of vacation hours requested to be cashed out. Approval of such a request will be conditional upon the projection that the employee will reach the maximum vacation accrual based on his/her years of service during the following calendar year and requires the employee to have taken at an equivalent amount during the prior twelve (12) calendar month period.

COUNTY REPRESENTATIVE

  
\_\_\_\_\_  
Marc A. Fox  
Director of Human Resources

Date 2/27/17

UNION REPRESENTATIVE

  
\_\_\_\_\_  
Justin Decker  
Representative

Date 2/27/17