MEMORANDUM OF UNDERSTANDING

Between

Unit #14

CORRECTIONAL SUPERVISORS

Represented by

Teamsters Union,
Local #856, AFL-CIO

And

COUNTY OF SOLANO

2010 - 2012

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MEMORANDUM OF UNDERSTANDING

PREAMBLE

September 5, 2010

This **AGREEMENT**, hereinafter referred to as the Agreement, entered into by the **COUNTY OF SOLANO**, hereinafter referred to as the County, and **TEAMSTERS UNION, LOCAL #856, AFL-CIO**, hereinafter referred to as the Union, has as its purpose the promotion of harmonious labor relations between the County and the Union; establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of rates of pay, hours of work, and other conditions of employment.

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

SECTION 1. RECOGNITION

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

Unit #14 - Correctional Supervisors

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

C. As specified in Employer-Employee Relations Rules and Regulations, Article 4, Section 14, the County and the Union, have entered into the process of meeting and conferring on salaries, employee benefits and other terms and conditions of employment in accordance with Section 3500 et seq., of the California Government Code. As a result of agreement being reached on February 9, 2007 and subsequent ratification by membership, the following are jointly recommended to the Board of Supervisors for the period commencing, October 8, 2006 and terminating October 03, 2009.

SECTION 2. NO DISCRIMINATION/NO HARASSMENT

A. There shall be no discrimination because of race, creed, color, national origin, sex, sexual preference, age or legitimate union activities, against any employee or applicant for employment by the Union or by the County or by anyone employed by the County; and to the extent prohibited by applicable state and federal law, there shall be no

discrimination against any disabled person solely because of such disability unless that disability prevents the person from adequately performing the essential duties of the position.

B. The County will not tolerate harassment of County employees by any other employee of the County. Harassment is defined as any treatment of an employee, which has the purpose, or effect of affecting employment decisions concerning an individual, or unreasonably interfering with an individual's work performance, or creating an intimidating and hostile working environment. Such conduct includes but is not limited to unwelcome conduct of a sexual nature, arbitrary or capricious changes of assignments of an individual or of a particular sexual, racial or minority group or display of a hostile attitude (including but not limited to yelling, swearing and verbal abuse) toward an employee by a supervisor or by a fellow employee.

SECTION 3. UNION SECURITY

A. <u>Maintenance of Membership</u>

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

2. 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.

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

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

5. Dues deduction shall not be retroactive.

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

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

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

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

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

11. The County will provide information on employees' name, department, unit and classification on a quarterly basis on both paper and computer disk.

SECTION 4. UNION RIGHTS

A. **Release Time** - The County will allow up to two (2) hours per pay period of paid time away from work to the Chief Steward of the union to conduct Union business. The Steward shall obtain permission from his/her immediate supervisor prior to leaving work, in accordance with departmental policy. Any expenses incurred by the Steward shall be borne by the Union.

The Union shall designate a reasonable number of stewards to assist in resolving grievances. Employees designated as stewards may be relieved from their assigned duties by their supervisor to assist an employee to investigate and present a grievance provided the release time is scheduled for reasonable times agreeable to all parties.

The 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.

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

C. **Reading Materials** -The County will maintain its subscription to existing job-related journals and magazines, and make them available to unit personnel. Any changes will be made in consultation with the Union

SECTION 5. HOURS OF WORK

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

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

C. **Available Fixed Schedules**

Available schedules may include the following depending upon assignment:

- 5 days work, 2 days off (8 hour shifts)
- 4 days work, 3 days off (10 hour shifts)
- 4 days one week; 3 days the following week in a pay period (12 hour shifts)

Employees assigned to 12 hour shifts will be paid straight time for hours worked between 80 and 84 hours in a pay period.

D. **Alternate Schedule**

Should the Sheriff elect to end any of the above fixed schedules, employees shall either be returned to the 5/8 schedule or a new alternate schedule. In either case, the County shall provide notice to the Union and, upon request, meet and confer.

E. **Rest Periods** - Each employee shall be entitled to take one fifteen (15) minute rest period for each four (4) hours of work performed by such employee in a workday. If not taken,

such rest period is waived by such employee. Authorized rest period time taken shall be counted as time worked.

F. **Duties Imposed on Officers and Employees to be Performed; Staggering of Hours of Employment** - Nothing contained in this agreement shall prevent, relieve or otherwise excuse any County employee from the performance of any duty imposed upon him/her by law, the Solano County Code or other ordinance of this County, or from the rendering of service at such times and places as are necessary in order to properly perform the functions of his/her office or employment. County officers and heads of departments are empowered to stagger, rearrange and adjust the hours of employment of employees in such a manner as to enable them to keep their offices open at all times required.

G. **Shift Assignments** - In making shift/position assignments, the following criteria shall be considered: (1) The operational needs of the Department, (2) indicated employee preference by seniority, (3) skill and abilities of employees to do the job and (4) previous employee job performance evaluations. A shop steward will be invited to observe the shift assignment process. The Sheriff or his/her designee's decision shall be final and not subject to appeal or the grievance process.

SECTION 6. PROBATION PERIOD/RETREAT TO VACANT POSITIONS

A. PROBATION PERIOD

1. All new or re-employed employees in full-time regular positions, shall serve a probationary period of twenty-six (26) full pay periods from the date of appointment ending with the last day of the twenty-sixth (26th) full pay period.

2. All full-time employees who transfer from one department to another shall serve a probationary period of twenty-six (26) full pay periods from the date of transfer. In addition, all full-time employees who are promoted shall serve a probationary period of twenty-six (26) full pay periods from the date of promotion ending with the last day of the twenty-sixth (26th) pay period.

3. All part-time employees shall serve an extended probation period beyond twenty-six (26) pay periods in proportion to the relationship their basic workweek bears to forty (40) hours.

4. Any leave-of-absence with or without pay, military leave-of-absence or jury duty exceeding seven (7) calendar days shall cause the employee's probation period to be extended by an amount equal to the number of pay periods during which the employee was on the leave-of-absence with or without pay, military leave or jury duty.

5. There shall be an evaluation of each employee's job performance seven (7) pay periods from the date of appointment to a regular or limited-term position and before any merit increase or every twenty-six (26) pay periods after reaching the top step of the salary grade for the class in which they are employed.

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

7. New and re-employed employees who have not completed their initial probationary period are eligible for promotional examinations. They are not eligible to transfer from one department to another unless the allocated position occupied by that employee is transferred to another department.

8. **Rejection of Probation**

a. A probationary employee may be separated from the service at any time during the probation period without right of appeal or hearing unless the employee alleges that such separation was based upon discrimination. In such cases, the appeal and hearing shall be processed in accordance with Section 18 of this Memorandum of Understanding.

b. Notwithstanding any other provisions of this Section, an employee who has completed the probationary period following initial appointment, but fails to complete the probationary period for a position to which he/she has been promoted, demoted or transferred shall have the right of appeal in accordance with Section 18 of this Memorandum of Understanding.

B. RETREAT TO VACANT POSITIONS

1. Notwithstanding any other provisions of this Memorandum of Understanding, an employee rejected during the probation period from a position to which he/she had been promoted or transferred may be restored to his/her former position. Such restoration is not mandatory, but is optional at the discretion of the department head, within the limits of available authorized positions.

2. Any employee who (1) has completed an initial County probationary period and obtained permanent status; (2) is promoted from one class to another, both of which are in the same department and Representation Unit subject to these

provisions; and (3) fails the promotional probation period, shall be restored to the classification held immediately prior to promotion, if a position in that class is vacant. Such restoration includes restoration of the employee's former salary, merit increase eligibility date, and all other benefits to which the employee would have been entitled if the promotion had not occurred.

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

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

1) The position is in the current department;

2) The class is in the same representation unit as the former class;

3) The employee meets the minimum qualifications for the class;

4) The salary grade for the class does not exceed the grade of the class held immediately prior to promotion;

5) The Director of Human Resources concurs with the appointment.

b. The employee will serve a new probationary period.

c. The employee's name will be placed on the current or continuous eligible list for that classification held immediately prior to promotion. The employee's name will be certified along with the regular number of applicants to vacancies in the class until the employee is selected or the eligible list is abolished.

SECTION 7. SALARY AND OTHER COMPENSATION

A. SALARY RANGES

Salary ranges for classifications represented by the Union are listed in Appendix "B" of this agreement.

B. PAY FOR NEW EMPLOYEES

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

C. SALARY UPON REEMPLOYMENT

1. A former employee, off probation at the time of separation, who is reemployed in the same class or in a lower class in the same series, within two (2) years, may upon the request of the head of the department in which they are being reemployed and approval of the Director of Human Resources, be appointed at some step higher than the recruiting step not to exceed one (1) step lower than the step they occupied at the time of their separation. Subsequent merit increases shall follow the normal time period progression between steps.

2. An employee who voluntarily separates and:

a. is subsequently reemployed in the same department;

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

c. completes a new probationary period; and

d. either did not withdraw from PERS or "bought-back" his/her County PERS service credits, shall, upon approval by the Director of Human Resources, have continuous service credited to him or her for purposes of vacation and longevity pay eligibility. Prior service restored shall not apply toward seniority for lay-off purposes, floating holidays, step raise eligibility or any benefit other than vacation and longevity eligibility.

D. MERIT INCREASES WITHIN GRADE

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

2. Every employee in a regular position shall have a merit increase eligibility date, which shall be the first day of the pay period following completion of the number of full pay periods of service indicated in the chart below.

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

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

employee's time will accrue from the first day of the next pay period for step increases and eligible fringe benefit accrual determinations.

The granting of any leave of absence without pay, other than military leave, exceeding seven (7) consecutive calendar days in a pay period shall cause the merit increase eligibility date to be extended by the number of pay periods representing the employees leave of absence without pay.

In addition to the above provision, and as an exception to Section 14. H., if an employee is off work for a leave of absence with or without pay exceeding seven (7) consecutive calendar days, within the first three (3) years of employment with the County, their merit increase eligibility date shall be deferred by an amount equal to the time they were off on such leave.

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

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

forms prescribed by the Director of Human Resources or his/her designee, prior to the employee's merit increase eligibility date whether he/she wishes to grant, deny or defer the merit increase, supplementing the department head's recommendation by a structured merit rating which has been discussed with the employee. The merit increase shall consist of one step on the grade for the class.

5. In the event an employee receives an overall rating of either unacceptable or improvement needed on his/her evaluation, one of the following will occur:

1.) The employee's merit increase shall be denied by the department head; therefore, the employee will not be eligible for the merit increase until the following merit increase eligibility date.

OR

2.) A final decision on providing the merit increase to the employee will be deferred by the department head.

Therefore**,** the department head shall complete a structured merit rating and defer a decision regarding the merit increase any number of pay periods, but not to exceed thirteen (13) pay periods. A merit increase may be deferred only once for any given step on the grade for the class. The responsibility for reopening the matter by submitting another merit rating

and recommendation shall lie with the department head. The employee's merit increase eligibility date shall not be changed by such deferment.

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

E. SALARY UPON PROMOTION

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

F. SALARY UPON TRANSFER

A Transfer shall be defined as:

The movement of an employee from one County department to another, and maintaining the employee's same classification.

When an employee within the unit is transferred as defined above the employee's salary and merit increase eligibility date shall not change.

G. SALARY UPON DEMOTION

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

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

3. When a probationary employee is demoted to a class not previously occupied by the employee, he/she shall receive the recruiting salary for the lower class and shall receive a new merit increase eligibility date as provided by the provisions of Section 7.D. of this MOU. A promotional probationary employee demoted to a class formerly occupied in good standing shall have the step status, probationary status and merit increase eligibility he/she would have achieved if he/she would have remained in the lower class throughout the period of his/her service in the higher class.

H. SALARY UPON RECLASSIFICATION

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

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

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

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

a. If the salary of the employee is the same or less than the maximum of the new class, the salary and merit increase eligibility date of the employee shall not change.

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

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

I. WORKING OUT-OF-CLASS

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

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

(a) The employee meets the minimum qualifications of the higher classification.

(b) The vacant position is specifically allocated to the department.

(c) 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.

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.

J. CHANGES IN SALARY ALLOCATION

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

K. SALARY PAYMENT PROCEDURE

Employees shall be paid every other Friday.

L. BILINGUAL PAY DIFFERENTIAL

1. Eligibility

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

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

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

d. The provisions of this Section shall be limited to those employees occupying permanent, probationary or limited-term full-time positions.

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

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

2. <u>Bilingual Differential Allowance</u>

a. Designated employees shall be eligible to receive additional compensation at the rate of $42.00 per pay period (approximately $1092.00 per year).

b. Such compensation shall be effective the first day of the payroll period following certification by the Human Resources Department that the employee is eligible to receive the bilingual differential.

3. <u>Termination of Compensation</u>

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

a. The employee terminates his/her employment with the County.

b. The employee is released from County employment.

c. The position is determined to no longer require bilingual skill.

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

4. <u>Procedures for Requesting the Bilingual Differential Allowance</u>

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

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

2) A description of the bilingual duties to be performed by each employee in sufficient detail to indicate second language to be utilized, purpose, nature and frequency of use.

3) Location of assignment.

b. An employee may appeal the recommendation of the department head to the Director of Human Resources who shall approve or deny the request. The Director of Human Resources' decision may be appealed to the Civil Service Commission.

c. The Director of Human Resources shall evaluate the recommendation and approve or deny the request.

d. A department head may appeal denial of the request by the Director of Human Resources to the Civil Service Commission, which shall make a final decision to approve or deny the request.

M. SHIFT DIFFERENTIAL

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

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

a. An employee, who works a swing shift as defined above, shall receive five and one half percent (5.5%) per hour above the employee’s hourly rate for each hour actually worked on a swing shift.

b. An employee who woks an assigned graveyard shift as defined above shall receive six and three-quarters percent (6.75%) per hour above the employee’s hourly rate for each hour actually worked on a graveyard shift.

3. An employee who is assigned to a twelve hour night shift shall receive six and three-quarters percent (6.75%) per hour above the employee's hourly rate for each hour actually worked on the night shift.

N. LONGEVITY COMPENSATION

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

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

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

O. OVERPAYMENT/UNDERPAYMENTS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

5. In the case of an underpayment, the County will pay the employee a one-time adjustment through payroll. The limit described in number 7 of this section shall not apply to underpayments.

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

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

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

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

10. Any disagreement concerning actions taken under this sub-section may be referred to the grievance procedure contained in this MOU.

SECTION 8. OVERTIME AND CALL DUTY

A. <u>OVERTIME</u>

1. <u>Overtime Work Defined</u>

a. For employees exempt from the Fair Labor Standards Act (FLSA), overtime work shall be defined as all work specifically authorized by the department head that is performed in excess of forty (40) hours per week. In those cases where a special agreement between the department head and the employees made, overtime may be defined as all work performed in excess of eighty (80) hours in a two (2) week pay period.

b. Off duty time spent as a witness n court in connection with regular duties as a County employee shall be considered overtime, except as may otherwise be provided in this Memorandum of Understanding.

c. Time worked beyond the official forty (40) hour workweek shall not be considered overtime unless it has been specifically ordered or authorized by the department head.

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

e. All employees "covered" under FLSA 7K exemption who work a twelve hour shift shall be paid for all time worked beyond 84 hours in a pay period at one and one half times their regular rate of pay.

2. <u>Application of Overtime</u>

a. If, in the judgment of a department head, work beyond the official forty (40) hour workweek is required, he/she may order such overtime work. This overtime work will be compensated for as provided in this Section. The County Administrator may require department heads to obtain his/her approval prior to ordering overtime work by an employee in excess of eighty (80) hours in a fiscal year.

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

c. No department head may employ a person from outside the department as a substitute for an employee who is on compensatory time off. No department head shall assign an employee within the department as a substitute for another employee who is on compensatory time off, where such employee assigned receives an increase in pay as a result of such assignment. Within budget limitation, extra-help employees may be utilized to substitute for employees who are on compensatory time off.

d. No permanent, probationary or limited-term employee may be employed in one or more positions, full or part-time, more than a total of forty (40) hours per week, excepting authorized overtime, unless authorized by the Board of Supervisors. Nothing in this Section is to preclude an employee from temporarily serving in another capacity in the event of an emergency provided he/she has the approval of his/her department head.

3. <u>Overtime Payment</u>

a. Employees covered under FLSA (designated as 09) shall be paid for all work in excess of forty (40) hours in a workweek at one and one-half times the regular rate of pay, however, employees may be granted CTO at

the rate of one and one-half hours off for each hour worked in lieu of overtime payment with the concurrence of the appropriate departmental authority; except that employees shall have the option of determining the method of overtime payment (cash or CTO) for all overtime worked in each fiscal year.

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

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

c. Any CTO accumulation the fiscal year in which it is earned. If the department head is unable to schedule sufficient time off during the fiscal year, the employee's accrual balance shall be reduced to zero (0) hours at the beginning of the next fiscal year and the employee paid for all hours reduced from his or her balance at the employee's applicable straight time rate in effect on the fast full pay period in the outgoing fiscal year. (**NOTE** – The employee shall have the option of maintaining a balance of no more than eighty (80) hours of CTO at the beginning of the new fiscal year.)

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

e. When an employee in a regular part-time position is required to work in excess of his/her regular work schedule during any week to cover seasonal peak work loads, emergency extra work loads of limited duration, necessary vacation relief and other similar situations, such work shall be compensated for at the employee's regular rate. For time worked in excess of forty (40) hours, the employee will be paid as provided in this Section.

f. Anytime a Sergeant-Corrections or Lieutenant-Corrections on an eight (8) or ten (10) hour shift works four (4) hours or more beyond their regularly scheduled shift, the time worked beyond the regular shift will be considered overtime regardless of the number of hours worked in that week (scheduled shift changes shall not apply).

B. CALL DUTY

1. Standby

Standby is any time other than time when the employee is actually on duty during which an employee is not required to be on County premises but stand ready to

immediately report for duty and must arrange so that his/her supervisor can reach him/her on ten (10) minutes notice or less.

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

2. Call Back

Any employee who is called back to work shall be paid for call back duty at his/her straight time hourly rate, (subject to the provisions of Overtime and Call Duty, Section 8) not to exceed the maximum step of the working level classification, with a guaranteed payment equivalent to three (3) hours straight time pay when the call back time worked is less than three (3) hours.

SECTION 9. LEAVES AND AUTHORIZED TIME OFF

A. VACATION

1. Accrual

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

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

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

b. Every employee in a part-time regular or limited-term position shall receive vacation benefits and maximum earnable vacation accrual in the same ratio to the vacation benefits received by an employee in a full-time

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

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

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

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

f. Employees do not become eligible to take their earned vacation until they have completed thirteen (13) pay periods of continuous service. After completion of thirteen (13) pay periods of continuous service, employees then become eligible to take vacation as it is earned. Once an employee becomes eligible to take earned vacation, he/she may use this vacation as an extension of sick leave.

g. Each department head shall be responsible for scheduling the vacations of his/her employees in such a manner as to achieve the most efficient functioning of the department and of the County service**.** Each department head may establish procedures for scheduling vacations. Effective with the next vacation scheduling period, procedures for scheduling vacations will be by seniority by date of rank. No person shall be permitted to work for compensation for the County in any capacity during the time of his/her paid vacation from County service.

h. Any person separating from County service who has not taken his/her earned vacation, if any, shall receive the hourly equivalent of his/her salary for each hour of earned vacation, up to the end of the last full pay period worked, based on the pay rate in effect for each person on the last day actually worked. Such payment shall be to the nearest one tenth of an hour. Employees terminating from County service prior to becoming eligible to take earned vacation shall be paid for earned (accrued) vacation. For purposes of this Section, sick leave and compensatory time off with pay shall be counted as days worked. When separation is caused by death of an employee, payment shall be made to the estate of such

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

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

2. **Notice to Department Heads**

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

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

B. SICK LEAVE

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

2. Every employee holding a regular or limited-term full-time position shall accrue 3.70 working hours sick leave with pay for each pay period of service; except, that no employee shall earn sick leave credit during a pay period in which he/she is absent without authorization or in which he/she is absent without pay for more than sixteen (16) working hours. During the pay period in which a leave of absence without pay is granted for two (2) days or less, the employee shall accrue sick leave with pay in proportion to the relationship the time worked during that pay period bears to eighty (80) hours. It shall be computed to the nearest hundredth of an hour.

3. Every employee holding a regular or limited-term part-time position shall accrue sick leave with pay in proportion to the relationship his/her basic workweek bears to forty (40) hours. No such employee shall earn sick leave credit during a pay period in which he/she is absent without pay more than fifteen (15) percent of the regularly scheduled working hours for the position. The number of hours of entitlement for Sick Leave earned while employed as a full-time employee shall not be reduced by virtue of an employee's status being changed to part-time after such entitlements were earned as a full-time employee.

4. Not more than eighty (80) hours, of sick leave annually may be granted to an employee for absence due to the care or attendance of ill or injured members of his/her immediate family.

5. Sick leave shall not be used in lieu of vacation, but vacation or compensatory time off may be used in lieu of sick leave, after accrued sick leave has been exhausted. Sick leave shall not be counted as time worked for purposes of overtime computation.

6. No County employee shall be entitled to sick leave while absent from duty on account of the following causes:

a. Disability arising from any sickness or injury purposely inflicted or caused by willful misconduct.

b. Sickness or disability sustained while on leave-of-absence without pay.

c. Inability to work because of intemperance or "hangover".

d. Ordinary tiredness or restlessness.

7. Termination of an employee's continuous service, except by reason of temporary layoff for lack of work or funds, shall cancel all sick leave accrued to the time of such termination, regardless of whether or not such person subsequently re-enters the County service.

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

Employees terminating employment because of regular or disability retirement, death, release from County employment as a result of a permanent reduction in the number of authorized regular help positions, or to take office as an elected County official shall have all unused sick leave paid into the County’s Reitree health Savings (RHS) Program.

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.

8. For the purposes of this Section, a member of the immediate family is construed to mean the mother, father, husband, wife, person assuming the role of the employees spouse, son, daughter, brother or sister of the employee whether

natural, step, or adopted, and a minor child for whom the employee has parental responsibilities or legal custody.

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

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

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

C. LEAVE CONTRIBUTION PROGRAM

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

1. Eligibility

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

2. Benefits

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

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

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

Guidelines for Donating Leave Credits to the Program

1. Accrued vacation and compensatory time off, and/or Administrative Leave hours may be donated by any regular or regular part time employee who has completed his/her initial County probationary period.

2. Time donated will be converted from vacation, CTO, or Administrative Leave hours to sick leave hours and credited to the receiving employee's sick leave balance on an hour-for-hour basis and shall be paid at the rate of pay of the receiving employee. For employees who are using leave, for circumstances other than their own injury or illness, the donated hours will be converted to vacation.

3. The total amount of time donated to one employee by another employee shall not exceed forty (40) hours. The total leave credits received by the employee shall not normally exceed three months; however, if approved by the Department head, the Director of Human Resources may approve an extension to six months total time.

4. Initial leave time donations must be a minimum of eight (8) hours and thereafter, in four (4) hour increments. An employee cannot donate leave hours, which would reduce his/her vacation balance to less than 40 hours.

5. The use of donated leave hours will be in consecutive one shift increments (i.e., 8 hours for a full time employee working five eight hour days/week).

6. Under all circumstances, time donations made by the employee are forfeited once made. In the event that the receiving employee does not use all transferred leave for the catastrophic illness/injury, any balance will remain with that employee until that employee's separation from County service.

7. Payment for unused sick leave at the time of termination of employment, shall be in accordance with Section 8 B. (9) Sick Leave, of this agreement.

8. In accordance with Internal Revenue Service Ruling 90-29, leave transferred for medical reasons will not be considered wages for the employee who surrenders the leave and will therefore not be included in gross income or subject to withholding. An employee who donates leave

incurs no deductible expense or loss either upon the donation or use by the recipient.

The tax impact of leave donation for other reasons is unknown at this time.

D. MATERNITY LEAVE

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

E. 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.

F. BEREAVEMENT LEAVE

1. Employees shall be entitled to a bereavement leave, not chargeable to vacation or sick leave in the event of the death of one of the following members of the employee's family: natural, step, adoptive parents and grandparents of the employee; natural, step, adopted children and grandchildren of the employee; natural and step brothers and sisters of the employee; present spouse of the employee; ex-spouse who is a 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.

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

G. LEAVE OF ABSENCE WITHOUT PAY

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

2. Any permanent or probationary employee may be granted a leave of absence without pay in excess of thirty (30) calendar days upon his/her written request and the recommendation of his/her department head to the Director of Human Resources and only upon the exhaustion of all other appropriate leave balances.. Requests for leave of absence without pay shall be made upon forms prescribed by the Director of Human Resources and shall state specifically the reasons for the requests, the date when it is desired to begin the leave and the probable date of return. The request shall normally be initiated by the employee, but may be initiated by his/her department head. The department head shall indicate on the request form his/her recommendation as to whether the request should be granted, modified or denied and shall promptly transmit the request to the Director of Human Resources.

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

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

5. Neither leave accruals nor benefits shall not accrue while an employee is on leave of absence without pay.

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

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

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

9. Failure to return at the expiration of a leave of absence or being absent without leave shall be considered as an automatic resignation. Such a resignation may be rescinded by the department head if the employee presents satisfactory reasons for his/her absence within five (5) days of the date his/her automatic resignation became effective.

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

a. Illness or disability

b. Pregnancy

c. To take a course of study which will increase the employee's usefulness on return to his/her position.

d. For other reasons acceptable to the department head and/or the Director of Human Resources.

H. TIME OFF FOR AUTHORIZED PURPOSES

1. **Promotional Exams** - Employees represented in this unit shall be entitled to necessary time off with pay for the purpose of taking qualifying or promotional examinations for the County. This shall include resulting hiring interviews for which they may be eligible.

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

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

I. MILITARY LEAVE OF ABSENCE

1. A request for military leave of absence shall be made upon forms prescribed by the Director, shall include a copy of the employee's military orders, and shall include the date such military leave is to begin and the probable date of return. All employees shall be entitled to military leave of absence and compensation as provided in Section 395-395:02 of the Military and Veterans' Code of the State of California.

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

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

b. Upon reemployment he/she shall be entitled to such civil service status as he/she would have if he/she had not resigned (e.g., any seniority for purposes of layoff would continue to accrue during his/her absence and he/she would not need to serve a new probationary period in his/her former department and class if he/she had attained permanent status prior to leaving County service). His/her salary upon reentering County service in his/her separation. Subsequent merit increase eligibility dates shall follow the normal time progression between steps (as provided in Section 7.D., Merit Increases Within Grade of this MOU).

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

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

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

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

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

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

J. JURY DUTY

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

soon as possible after receipt. Jury duty is not considered as time worked for purposes of overtime compensation.

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

3. An employee assigned to swing shift shall not be required to be on jury duty and at work a combined total of more than twelve (12) hours.

4. An employee assigned to grave shift is not required to report to work the day after he or she responded to said subpoena and remained under the control of the court up to 12:00 noon.

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

SECTION 10. HOLIDAYS

A. ELIGIBILITY

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

2. An employee must work or be paid for all or part of both the employee's regularly scheduled workday before and after a holiday to be eligible for that holiday.

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

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

B. HOLIDAY COMPENSATION

1. Any employee who is required to work on a fixed paid holiday, which is part of his/her, regular workweek shall be entitled to holiday compensatory time off for the time actually worked. A full-time employee whose regularly scheduled day off falls on a paid holiday shall be entitled to eight (8) hours of holiday compensatory time. Departments shall make every effort to schedule the time off within the pay period in which it was earned, or if that is not possible, within the fiscal year.

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

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

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

C. HOLIDAYS

1. Fixed Paid Holidays Include:

January 1st - New Year's Day
The third Monday in January - Martin Luther King's Birthday
February 12th - Lincoln's Birthday
The third Monday in February - Washington's Birthday
The last Monday in May - Memorial Day
July 4th - Independence Day
The first Monday in September - Labor Day
The second Monday in October - Columbus Day
November 11th - Veterans' Day
Thanksgiving Day - Traditional as designated by the President or Governor
Friday - the day after Thanksgiving Day
December 25th - Christmas Day

2. Other Paid Holidays Include:

a. Special or limited holidays appointed by the President or Governor.

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

c. Floating Holidays annually in accordance with the following:

1) Three (3) Floating Holidays annually on January 1st of each succeeding year. (The conditions listed below must be met in order to qualify for Floating Holidays.)

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

1) Employees who successfully complete their initial probationary period between January 1st and June 30th of any given year shall receive one (1) Floating Holiday effective July 1st of that year.

2) Employees who successfully complete their initial probationary period between July 1st and December 31st of any given year shall not receive any Floating Holidays for that year, but shall receive three (3) Floating Holidays effective January 1st of the succeeding year.

b) Subject to advance approval by the Department, these holidays may be taken at any time during the calendar year, but must be taken within the calendar year in which they are given. Floating Holidays are to be taken in full shift increments; any residual hours must be taken in conjunction with other accrued leave to fulfill a full shift.

c) Any eligible employee separating from County service who has not taken that calendar year's Floating Holidays shall receive payment for such holidays at the rate at which the employee is currently employed.

d) Part-time employees shall receive Floating Holidays in proportion to the relationship their basic workweek bears to forty (40) hours. The number of hours of entitlement for Floating Holidays earned while employed, as a full-time employee shall not be reduced by virtue of an employee's status being changed to part-time after such entitlements were earned as a full-time employee.

SECTION 11. INSURANCE AND SERVICE PLANS

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

A. <u>ELIGIBILITY</u>

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

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

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

Effective January 1, 2010, or 90 calendar days following the ratification of this MOU, whichever is later, the County will offer an additional vision plan for employee buy-up that will increase the frequency of coverage for lenses/contacts and frames and eliminate the co-payment for materials.

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

Effective January 1, 2010, or 90 calendar days following the ratification of this MOU, whichever is later, the County Delta Dental Plan will be enhanced to reduce co-payments for in-network PPO providers, allow up to $1,000 of orthodontic coverage, and increase the annual maximum to $1,250.

d. Life insurance for the employee only is available to employees in the amount of $40,000, beginning on the first day of the month following six (6) months of continuous service with the County. Effective January 1, 2010, or 90 calendar days following the ratification of this MOU, whichever is later, the County will provide a life insurance benefit for the employee only equal to one (1) times annual salary, to a maximum of $50,000. Employees may purchase a supplemental lfe insurance benefit of an additional one (1) times, two (2) times, or three (3) times their base annual salary to a combined maximum of $500,000.

2. Part-time employees shall serve an extended eligibility period in proportion to the relationship their basic workweek bears to forty hours.

B. INTERNAL REVENUE CODE SECTIONS 125 and 129

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

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

3. Subject to IRS regulations, the County shall establish a voluntary retiree health insurance bank based on the cash conversion of each employee's sick leave, compensatory time-off and vacation based upon pay-out rules as set forth in the Memorandum of Understanding between the County and the Correctional Supervisors. This bank shall then be used for payment of an employee's monthly health insurance premiums following retirement.

SECTION 12. DEFERRED COMPENSATION PROGRAM

A Deferred Compensation Program as established by the Board of Supervisors, is available to employees employed in regular or limited-term positions.

To encourage County employee participation in the deferred compensation program, the County will contribute a dollar for dollar match up to a maximum of $5 a pay period to the deferred compensation account of any County employee who is actively enrolled in the deferred compensation program. This provision shall take effect sixty (60) days following ratification and adoption by the Board of Supervisors

SECTION 13. RETIREMENT PLAN

A. PLAN AND BENEFITS

1. The County will maintain its contract with the State Public Employees Retirement System (PERS) and the benefits currently provided thereunder.

2. The County's contract with the Public Employees Retirement System provides Safety Retirement (2% @ 55) for employees in the following classifications:

Sergeant Corrections
Lieutenant Corrections

3. In January 2004, the County will amend its contract with PERS to provide for the 2% @ 50 retirement formula. The cost of this benefit as established by PERS ($12,842,782) will be the responsibility of the employees. The County will agree to allow the employees to pay for this plan enhancement in the form of a payroll deduction with the cost amortized over the next 20 years. This payment will take the form of a percentage deduction made from the paycheck of each employee in the unit, until the above established cost has been recovered. The amount deducted shall be with pre-tax dollars as permissible by the IRS.

4. For purposes of implementation, the first deduction from employees will be 4.97%. Each year (July) the County will calculate the amount due for the subsequent 26 pay periods, based on the formula presented during negotiations (See Appendix D). The maximum deduction will be 5.0%..

5. If at any time during the term of this agreement the County's PERS safety rate exceeds 15%, the Unit shall share equally in paying this increased cost (above 15%) as an additional employee deduction. This provision was held in abeyance by the Board of Supervisors on December 9, 2003, and will continue in such status until/unless additional action is taken by the Board of Supervisors in the future.

6. In the event that this enhanced retirement plan is not put into effect in or around January 2004, the additional 2.0% in employee contribution that the County was going to pay to PERS on behalf of employees will be set aside by the County in an interest bearing account. This money, if not ultimately used for the purpose

designated above, shall subsequently be made available to employees to apply to an increase in compensation or to a subsequent retirement enhancement.

7. The parties agree that the County's contract with CalPERS will be amended to provide the Safety Retirement 2% at 55 benefit to all future bargaining unit employees.

8. This provision will become effective on January 1, 2011, or upon the agreement of all other employee organizations who represent employees who participate in the current2% @ 50 retirement formula, whichever date is later.

9. The County has established a retiree health insurance bank based on the cash conversion of each employee's accrued, unused sick leave, based on the payout 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 payout of an employee's monthly health insurance premiums following retirement.

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

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

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

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

a. **"Employees."** The term "employees" shall mean those employees of the County of Solano in Bargaining Unit #14, who make employee contributions to the PERS retirement system.

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

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

d. **"Gross Income."** The term "gross income" shall mean the total compensation paid to employees in Bargaining Unit #14, by the County of

Solano as defined in the Internal Revenue Code and rules and regulations established by the Internal Revenue Service.

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

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

2. **Pick up of Employee Contributions**

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

b. Employee contributions made under Paragraph B of this Section shall be paid from the same source of funds as used in paying the wages to affected employees.

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

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

3. **Wage Adjustment**

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

4. **Limitations to Operability**

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

C. PAYMENT OF EMPLOYEES' PERS CONTRIBUTIONS

Effective the first full pay period following adoption of the MOU by the Board of Supervisors, the county will reduce the current employer's share of the member contribution toward retirement (EPMC) from 9% to 6%.

Effective January 9, 2011 the County will reduce the employer's share of the EPMC from 6% to an amount equal to any COLA received by employees as described in Exhibit B.

Any Employer Paid Member Contribution (EPMC) are reported to PERS as special compensation. Pursuant to Section 20636 (c)(4) of the Public Employees Retirement Law, this retirement contribution shall be considered compensation for retirement purposes.

D. <u>SURVIVOR'S BENEFITS</u>

Unit #14 eligible employees are covered under the 1959 Survivor Benefit, Level 4.

SECTION 14. WORKERS' COMPENSATION (WC) AND STATE DISABILITY INSURANCE(SDI)/TEMPORARY LIGHT DUTY ASSIGNMENT FOR INJURED EMPLOYEES

A. In accordance with the California Labor Code, the County provides all statutory Workers' Compensation benefits for County employees who sustain work-related injuries or illnesses. Pursuant to Labor Code §3700 et seq., the County is self-insured for workers' compensation at no cost to the employee.

B. In accordance with Labor Code §4850, whenever an employee is compelled by direction of a physician to be absent from duty due to an injury or illness determined to be work-related by the County, the employee shall receive full compensation in lieu of Workers' Compensation temporary disability or vocational rehabilitation maintenance benefits for a period not exceeding one year, or until such earlier date he/she is retired on permanent disability pension and is actually receiving disability pension payments or advanced disability pension payments pursuant to Labor Code §4850.3. If temporary disability exceeds the one year period, the employee is eligible for temporary disability payments integrated with accumulated leave pursuant to Section H, below.

C. In the event that the County is unable to determine if the injury or illness is work-related, the employee shall use sick leave and upon exhaustion of sick leave may utilize any other accumulated leave benefits. Once the injury or illness is determined to be work-related, leave benefits will be restored in accordance with Section B, above and Labor Code §4850.

D. In the event of a disability which is non-industrial or where industrial causation has yet to be determined, employees shall make timely application for State Disability Insurance (SDI) temporary disability benefits, to ensure continuation of leave accruals and benefits. Failure to apply for and receive SDI benefits will void continuation of health benefits and leave accruals as provided by Sections E and F, below.

E. For employees who are off of work and receiving SDI, the County will continue to pay the employer share of the monthly premium for medical, vision, dental and life insurance coverage on behalf of a qualified regular full or part-time employee for the period of time that he/she has leave accruals to fully integrate with SDI or for a period of six (6) months, whichever is longer. For employees who are off work and receiving Workers' Compensation Benefits, the County will continue to pay the employer share of the monthly premiums for medical, vision, dental and life insurance coverage on behalf of a qualified regular full or part-time employee for a maximum of fifteen (15) months.

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

G. An employee who has an undisputed job related injury or illness and is directed by a physician, or by Workers' Compensation to go to a doctor, or therapeutic appointment, solely as a result of that undisputed job related injury or illness, shall be provided the amount of time necessary from work, by the County, to complete the appointment and any pertinent functions related to the appointment, provided the appointment time is in direct conflict with the employee's regular work hours.

1. For the purpose of this Section, pertinent functions related to the appointment shall include, but not be limited to:

a. Ice applications
b. Heat applications
c. Massage therapy
d. Acquisition of prescription medications or prosthetic devices related to the industrial injury or illness being treated.
e. Necessary travel time

H. Service credit as provided in this Memorandum of Understanding or in the Personnel and Salary Resolution toward longevity compensation, seniority, and step increase eligibility shall not be affected by any pay period during which an employee received both County paid leave and 4850 temporary disability benefits or temporary disability benefits from either workers' compensation or State Disability Insurance.

I. 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 or SDI temporary disability benefit amount and provide documentation of receipt for which he/she is eligible, and otherwise comply with all State statutes and County procedures.

2. Employees' pay, including leave accruals and Workers' Compensation temporary disability or SDI temporary disability benefits shall not exceed the employee's regular gross pay. Gross pay is made up of regular base pay, bilingual differential and longevity compensation as applicable. Upon exhaustion of sick leave, other accumulated leave may be integrated with the weekly Workers' Compensation temporary disability or SDI temporary disability benefits, at the employees' discretion.

J. <u>TEMPORARY LIGHT DUTY ASSIGNMENTS FOR INJURED EMPLOYEES</u>

1. If an assignment exists which the department head, in conjunction with the Director of Human Resources, deems may be filled on a temporary basis, first consideration shall be given to those industrially disabled employees within the department and bureau to which the employee is normally assigned, whenever possible.

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

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

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

3. The employee's department head will determine the assignment and its duration, but the employee shall return to his/her normal job as soon as released by his/her treating physician or is no longer temporarily disabled. Light duty is available for a maximum of eighteen (18) weeks, unless extended by agreement of the Custody Division Commander, the treating physician, and if an industrial case, the Worker's Compensation carrier.

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

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

SECTION 15. UNIFORM ALLOWANCE

1. The County provides an annual uniform allowance payable to employees as follows:

Class	**Amount**

Sergeant Corrections	$825.00
Lieutenant-Corrections	$825.00

2. Such payments shall be made after the first full pay period in September each year which covers the fiscal year beginning the previous July through the following June). New personnel shall receive the allowance in September plus a pay period pro-rata amount from their anniversary date to September.

3. The Sheriff's Department will provide leather goods defined as follows: Sam Brown belt, key holder, belt keeper, handcuffs, handcuff case, tazer holder, and cutter case.

Employees who have been absent from work for thirteen (13) full pay periods, with or without pay, shall not be eligible to receive the uniform allowance payment. When an employee who was not eligible to receive the uniform allowance payment due to an extended absence returns to work, the employee will be eligible to receive a pro-rated uniform allowance amount based on the remaining pay periods before the next allowance is due.

SECTION 16. PERSONAL EFFECTS DAMAGE REIMBURSEMENT

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

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

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

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

SECTION 17. SAFETY

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

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

SECTION 18. DISMISSAL, SUSPENSION OR DEMOTION FOR CAUSE

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

A. PROCEDURE

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

a) A description of the proposed action to be taken and the effective date or dates of the proposed action (at least seven (7) calendar days after the notice is received by the employee).

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

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

d) A statement advising the employee of the right to respond to the charges either verbally or in writing to the appointing authority proposing the action prior to its effective dated, including the time within which such response must be made (at least sever (7) calendar days from the date of service of the written order). Failure of the employee to make a written or oral response will constitute waiver of the right to respond.

2. If the employee elects to respond in person, a meeting shall be scheduled with the department head or his/her designee at which the employee shall be given the opportunity to respond to the proposed action. The employee shall be entitled to be represented by the person of his/her choosing at the meeting. The appointing authority may amend, modify or revoke any or all of the charges contained the

written order. The appointing authority shall provide notice to the employee of the disciplinary action to be taken and of his/her, right to appeal must be made.

B. <u>APPEAL PROCESS</u>

Any employee may either appeal such dismissal, suspension, or demotion or reduction in salary to the Civil Service Commission. Appeal to the Civil Service Commission must be filed within seven (7) days of the decision of the appointing authority. A copy of all proposed disciplinary actions and/or disciplinary actions will be provided to Teamsters Union, Local 856, AFL-CIO.

SECTION 19. GRIEVANCE PROCEDURE

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

B. PURPOSE

The purposes of this procedure are:

1. To resolve grievance disputes informally at the lowest possible level;

2. To provide an orderly and prompt procedure for resolving disputes which arise regarding the interpretation or application of the Memorandum of Understanding;

3. To encourage communication between employees, the Union, and County representatives;

4. To determine and correct, if possible, the causes of grievance disputes.

C. STEPS

<u>Step 1. Informal Discussion</u>

Any employee or the Union 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 ave 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 of his/her designee at Step 2. 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 the Union representative and shall provide a written response to the grievant within twenty-one (21) calendar days of having received it. A grievance shall be initiated in writing on the Solano County Grievance Form.

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 pursuant to Section C below, with a copy to the department head.

Step 3. Director of Human Resources

Any employee of any official of the Union may notify the Director of Human Resources, or his/her designee, in writing that a grievance exists by filing a Solano County grievance form stating the particulars of the grievance and, if possible, the nature of the remedy 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 grievant and attempt to reach a satisfactory resolution of the problem. No grievance may be processed under Step (4) or Step (5) below which has not first been filed and investigated in accordance with Step (3) except by mutual agreement of the Union and the Director of Human Resources.

Step 4. Adjustment Board

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

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

shall be comprised of a mediator from the State Mediation Service, one (1) Union representative and one (1) representative of the County.

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

The recommendation of the Adjustment Board shall be advisory only.

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

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

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

Step 5. Arbitration

If the grievance is not resolved at Step 4, either the 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 of his/her designee.

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

After the receipt of the list, the parties shall alternately strike arbitrator's names from the list until one (1) arbitrator's name remains. The order of striking shall be determined by a coin flip.

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

Timeliness of Grievances and Responses

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

B. SCOPE OF ARBITRATION DECISIONS

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

2. 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 as set forth in Section 19.A.

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

4. If the Director of Human Resources in pursuance of the procedures outlined in Section 19.A, above or the Adjustment Board in pursuance of the provisions of the Section 19.A. paragraph 3, above resolves a grievance which involves suspension or discharge, they may agree to payment for lost time or to reinstatement with or without payment for lost time ,but in the event the dispute is referred to arbitration pursuant to Section 19 paragraph (5) and the arbitrator finds that the county had the right to take the action complained of, the arbitrator may not substitute his/her judgment for the judgment of management and if he/she finds that the County had such right, he/she may no order reinstatement and may not assess any penalty upon the County.

C. COMPENSATION COMPLAINTS

1. All complaints involving or concerning the payment of compensation shall be initially filed in writing with the Director of Human Resources. Only complaints, which allege that employees are not being compensated in accordance with the provisions of 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.

2. 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.

SECTION 20. MILEAGE REIMBURSEMENT

A. AMOUNT OF REIMBURSEMENT

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

B. CLAIMS

Each employee who wishes reimbursement for the authorized use of a personal vehicle on County business shall file a claim with his/her department utilizing the forms and procedures designated by the County Auditor-Controller.

C. AUTHORIZED USE - OFFICIAL COUNTY BUSINESS

1. Authorization to use a personal vehicle on official County Business shall be obtained in advance from the employee's department head. Failure to obtain advance authorization may nullify the claim for reimbursement.

2. Authorization shall be made only for the purpose of necessary travel between work locations, less any personal use miles.

3. Personal use mileage includes commute miles to or from an employee's work site on a given day and any side trips or travel miles taken for reasons of personal business or other non-County business activities.

4. In those cases where an employee drives directly from his/her regular place of residence to the site of a meeting or another official purpose that is not at his/her regular work location, mileage reimbursements. (For example, an employee living in Vacaville with a regular work site assignment in Fairfield, who drives to Sacramento and back home on County business would be eligible to receive mileage reimbursement to and from Sacramento via I-80 and connecting streets plus any parking fees less normal commute miles. The same employee driving to San Francisco and back home could claim the round trip mileage between Fairfield and San Francisco via I-80 plus parking fees and tolls.)

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

D. EVIDENCE OF INSURANCE

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

Suggested Coverage:

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

Employees may elect not to purchase either comprehensive or collision coverage on their vehicle, but the County's maximum liability for "deductible" claims in the event of non-recoverable loss because of lack of coverage shall be limited to a total of $100.00 per accident.

SECTION 21. TUITION REIMBURSEMENT PROGRAM

A. OBJECTIVE

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

B. ELIGIBILITY OF EMPLOYEES FOR TUITION REIMBURSEMENT

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

2. Part-time employees are eligible after 5 years of continuous employment. Part-time employees shall not be eligible for County time off under this program; however, they shall be entitled to reimbursement up to the maximum prorated amount in proportion to the relationship their basic workweek bears to forty hours.

C. POLICY FOR TUITION REIMBURSEMENT

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

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

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

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

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

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

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

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

c. Duplicate in-service training which is available.

d. Duplicate training which the employee has already had.

7. Conventions, workshops, institutes, etc., are not included in the Tuition Reimbursement Program.

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

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

10. Reimbursement shall be made only upon presentation of evidence of payment for and successful completion of courses (as evidenced by a grade "C" or its equivalent) and a satisfactory (standard or above) current performance evaluation. Reimbursement is made for the same fiscal year in which the course is completed and documentation must be presented to the Department of Human Resources within (90) days after the course completion date.

D. NATURE OF REIMBURSEMENT

1. Reimbursement may be made in the amount of fifty percent (50%) of actual out-of-pocket expenditures for tuition, registration fees, laboratory fees and required textbooks. Other related expenses and incidental costs are not reimbursable.

2. Reimbursement shall be limited as follows:

a. No employee shall be reimbursed for more than two (2) courses in a single semester or quarter.

b. The maximum reimbursement that may be received by an employee in one fiscal year shall be one-thousand one ($1,100.00).

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

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

E. PROCEDURE FOR TUITION REIMBURSEMENT

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

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

3. An employee may appeal denial of the request by the department head to the Director of Human Resources and the Director of Human Resources' decision (unless the reason for denial is lack of funds) to the grievance procedure provided in this MOU.

4. Upon completion of an approved course, the employee shall request the institution to certify fees paid and grade achieved, and to send certification to the Human

Resources Department. The employee shall also present evidence of payment of required textbook costs.

5. The department head may require that the employee evaluate the course in writing and forward such evaluation to the Human Resources Department through normal supervisory channels.

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.

SECTION 22. 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 (see General Order 5.004 for prohibited activities). The department head shall issue an opinion to an employee if the employee's proposed activity constitutes a possible conflict of interest within ten working days from the date the department head received notice of proposed activity.

B. An employee who has followed this procedure will not be disciplined under the provisions of this section without such employee having received prior written notification of the possible conflict of interest. Disputes concerning this provision will be handled under the county's Grievance Procedure.

SECTION 23. REOPENER

A. Prior to the expiration of this contact, if feasible, the county shall implement a program where sick leave, which is paid out under Section 9 (B) (7), may be placed into an employees account on a pre-tax basis to pay for retiree health care. Any such program shall be at no cost to the County.

B. In the future, if under CalPERS law the bargaining Unit becomes eligible to contract separately for retirement enhancements, the County agrees to re-open the retirement

provisions of the contract. The re-opener is subject to the Unit requesting to meet with the County and shall be at no cost to the County.

SECTION 24. NO STRIKE/NOLOCKOUT

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

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

SECTION 25. LAYOFFS

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

B. Employees who are laid off and subsequently rehired within a 90 calendar day period following the effective date of their layoff will be considered as having served continuously in County service for purposes of seniority and annual leave accrual. During this 90 calendar day period, such laid off employees will not be entitled to cash out accumulated annual leave entitlement, sick leave, holiday leave or compensatory time off. In the event such laid off employee is not rehired within this 90 day period, or if a laid off employee relinquishes all reemployment rights with the County within this 90 day period, such employee shall be entitled to payoff of earned benefits as provided in the Memorandum of Understanding between Teamsters, Local 856, and the County.

C. The County will preferentially certify (i.e. forward their names separately to appointing authorities for consideration prior to the provision of other certification lists) laid off employees to vacant positions for a period of 90 days following the effective date of their layoff provided they meet the minimum qualifications for such vacant positions excluding, however, vacant positions in lead, senior, or higher classifications (i.e., positions above the journey person level).

SECTION 26. AMERICANS WITH DISABILITIES ACT (ADA)

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

SECTION 27. EMPLOYEE RECOGNITION PROGRAM

An Employee Recognition Program, as adopted by the Board of Supervisors, is available to all regular employees.

SECTION 28. SEVERABILITY

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

SECTION 29. FULL UNDERSTANDING

It is intended that this MOU sets forth the full and entire understanding of the parties regarding the matters set forth herein, and any other previous understandings or agreements by the parties (with exception of side letter agreements), whether formal or informal, regarding such matters are herby superseded and terminated in their entirety. With respect to side letter agreements, all previously existing side letter agreements and side letter agreements entered into during the term of this MOU shall continue in force subject to the terms and conditions set forth within each side letter. Further, neither party shall be bound by any promise or assurance that is not explicitly covered by this MOU or in a side letter agreement signed by both parties.

This MOU shall govern in case of conflict with provisions of existing County ordinances, rules, And regulations pertaining to wages, hours, and other terms and conditions of employment but otherwise such ordinances, rules, and regulations shall be effective and the Board of Supervisors and other County boards and commissions retain the power to legislate pertaining to such matters subject to compliance with the Meyers-Milias-Brown Act and other applicable provisions of law provided such actions are not in conflict with the provisions of this MOU.

SECTION 30. SCOPE OF AGREEMENT

Therefore, County representatives and the designated representatives of the Teamsters, Local #856, acting on behalf of its members, hereby confirm understanding on the above matters for the period commencing, September 5, 2010, and terminating March 31, 2012. This agreement shall become effective only upon approval by the Board of Supervisors and ratification by the Teamsters, Local #856 membership and shall remain in full force and effect to and including March 31, 2012.

County Representatives

Correctional Supervisors, Unit #14
Teamsters, Local #856 Representatives

_____

Donald W. Turko **Date**
Director of Human Resources

_____

Steve Booth **Date**
Chief Spokesperson
Teamsters, Local #856

_____

Georgia Cochran **Date**
Chief Spokesperson

_____

Mitch Mashburn **Date**
Correctional Lieutenant

_____

Charmie Junn **Date**
Senior Human Resources Analyst

_____

Cathy Raymos **Date**
Correctional Sergeant

_____

Thomas Ferrara **Date**
Undersheriff

_____

Dan Manietta **Date**

_____

Ratified by Teamsters Union, Local #856: _____

Adopted by Board: _____

APPENDIX "A"

HEALTH AND WELFARE INSURANCE

Effective, the pay period following MOU approval by the board of Supervisors, the County will increase its contribution to the cafeteria plan to reflect 80% of the PERS Kaiser 2010 Bay Area Region family rate. Employees who waive coverage will receive no more than $300 per month as cash back. Employees who elect employees only coverage, will receive no more than $300 per month as cash back, depending on the medical plan selected.

Effective January 1, 2011, the County will increase its contribution to the cafeteria plan to reflect 80% of the PERS Kaiser 2011 Bay Area Region family rate. Employees who waive coverage will receive no more than $300 per month as cash back. Employees who elect employee only coverage, will receive no more than $300 per month as cash back, depending on the medical plan selected.

Effective January 1, 2012 the County will increase its contribution to the cafeteria plan to reflect 80% of the CalPERS Kaiser 2012 Bay Area Region family rate. Employees who waive coverage will receive no more than $300 per month as cash back. Employees who elect employee only coverage will receive no more than $300 per month as cash back, depending on the medical plan selected.

APPENDIX "B"

Unit #14 – Correctional Supervisors

SALARY ADJUSTMENTS

Effective January 9, 2011 the County agrees to provide a cost of living adjustment of no less than 0% and no more than 3% based upon the Annual Consumer Price Index for the San Francisco-Oakland-San Jose Urban Wage Earners and Clerical Workers, as reported by the Bureau of Labor Statistics or successor agency for the period October 2009 to October 2010.

APPENDIX "C"

COUNTY OF SOLANO
PAYROLL DEDUCTION AUTHORIZATION UNION DUES
(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.

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

_____

Employee's Signature **Date**

APPENDIX "D"

COUNTY OF SOLANO
RETIREMENT PAYBACK FORMULA

Unit 14

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