PERSONNEL AND SALARY RESOLUTION

COUNTY OF SOLANO

Department of Human Resources
As Amended through June 17, 2014

Personnel and Salary Resolution

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1. DEFINITIONS

For the purposes of this Resolution the following words and phrases shall, unless the context clearly indicates otherwise, have the respective meanings herein set forth:

APPOINTING AUTHORITY - The Board, Commissions, person or groups of persons having lawful authority to appoint or to remove persons from positions in the County service, or persons designated by such appointing authority to perform those duties which legally may be delegated.

AT WILL – An employee who serves at the pleasure of the Appointing Authority, County Administrator or Board of Supervisors as specified.

BOARD - The Board of Supervisors of the County of Solano.

CLASS - A position or group of positions established under the Solano County Code, sufficiently similar in respect to the duties, responsibilities and authority thereof that the same descriptive title may be used to designate each position allocated to the class, that the same requirements as to education, experience, capacity, knowledge, ability and other qualifications should be required of the incumbents, that the same tests of fitness may be used to choose qualified employees and that the same schedule of compensation can be made to apply with equity.

CLASSIFIED EMPLOYEE – A category of employee who is a member of the Civil Service and whose employment is subject to the rules and regulations of the Civil Service and Solano County Code.

COMMISSION OR CIVIL SERVICE COMMISSION - The Civil Service Commission of the County.

CONTINUOUS SERVICE - Shall mean employment in a regular position which has not been interrupted by resignation, discharge, layoff, or retirement.

CONTRACT EMPLOYEE - An individual hired pursuant to a written agreement. A contract employee is only entitled to those rights and benefits specifically enumerated in the written agreement.

COUNTY - The County of Solano.

DIRECTOR - The Director of Human Resources of the County of Solano.

EMPLOYEE - A person who is legally an incumbent of a position in the non-exempt or exempt service, or who is on leave of absence according to this Resolution and whose position is held for him/her pending his/her return; any elected official or his/her exempt appointees; any regular employee who temporarily accepts appointment to an exempt position in the County service.

EXECUTIVE MANAGEMENT – A category of employees excluded from the Civil Service which includes employees responsible for formulating and overseeing implementation of policy, including the County Administrator, appointed and elected Department Heads, Assistant Department Heads, and key managerial employees with policy-making authority and responsibilities and/or who exercise high level of responsibilities within the County.

EXTRA HELP EMPLOYEE - A person who is employed for the purpose of relieving or augmenting regular staff in the accomplishment of work. Extra help employees shall not be used to circumvent filling of regularly allocated positions except on a temporary basis and cannot work more than 999 hours in a fiscal year. Extra help employees shall be excluded from civil service and shall not have the property rights to regular or continued employment. Time spent in such an appointment shall not constitute a part of the probationary period.

LIMITED TERM EMPLOYEE - An employee employed for a predetermined and specified period of time as provided by Section 2.31 of the Civil Service Rules. Limited term employees shall accrue all benefits of regular employees during their period of employment.

LIMITED TERM POSITION - A position established on a full time or part time basis, but with an understood termination date. Positions allocated as limited term-regular shall accrue all benefits of the class including seniority under Section 2.31 of the Civil Service Rules.

MID-MANAGEMENT – A category of employees excluded from the Civil Service which includes mid-level managers responsible for management duties including implementing policy and/or overseeing programs and employees.

POSITION - A group of current duties and responsibilities assigned by competent authority requiring the full-time or regular part-time position.

PROBATIONARY EMPLOYEE - An employee who is serving a probation period and is employed in either a regular full-time regular part-time or regular part-time intermittent position.

PROVISIONAL APPOINTMENT - An appointment made in the absence of an eligible list. Only the Director of Human Resources may authorize a provisional appointment. An appointment in this status is limited to thirty (30) days after establishment of a new eligible list or a maximum of six (6) months, whichever shall occur sooner.

PROVISIONAL EMPLOYEE - An employee holding a position under provisional appointment, pending a competitive examination for the class.

RECRUITING STEP - The first step of the salary grade allocated to a class.

REGULAR EMPLOYEE - An employee who is not on probation and is employed in either a regular full-time or regular part-time position.

REGULAR FULL-TIME POSITION - A position established on a permanent year around basis requiring work on a regular schedule of at least forty (40) hours per week or eighty (80) hours a pay period.

REGULAR PART-TIME INTERMITTENT EMPLOYEE - An employee who is not on probation and is employed in a regular part-time intermittent position.

REGULAR PART-TIME INTERMITTENT POSITION - A position established on a permanent year round basis requiring work on an on-call or irregular basis averaging 20 hours or more per week, but less than 40 hours per week or 80 hours a pay period. Employees who fill these positions augment regular staff

when there is a need to maintain adequate work coverage. Non-salary related benefits would be based upon allocation of the position.

REGULAR PART-TIME POSITION - A position established on a permanent year round basis requiring work on a regular schedule of less than forty (40) hours per week.

SENIOR MANAGEMENT – A category of employees excluded from the Civil Service which includes employees who are not Department Heads, Assistant Department Heads or designated key managerial employees, but who are otherwise responsible for formulating and overseeing implementation of policy on behalf of the County and have a high level of independent managerial responsibility.

UNDESIGNATED EMPLOYEE – An employee who is not designated as a member of the Legislative, Executive Management, Senior Management, Mid-Management or Classified Service and who may or may not be represented by a recognized collective bargaining representative.

Y-RATE - A pay rate outside of the assigned salary grade of class.

2. TERMS AND CONDITIONS OF EMPLOYMENT

2.1 Regulation of Employees

A. Except as otherwise provided by the Personnel and Salary Resolution, Solano County Code, state or federal law, employees who are members of the Classified Service shall hold their positions subject to the rules and regulations established by the Civil Service Commission. All employees shall hold their positions subject to the ordinances, rules and regulations adopted by the Board of Supervisors.

B. 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 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.

2.2 Appointments

A. Individuals employed by the County are categorized as follows: Legislative, Executive Management, Senior Management, Mid-Management, Classified and Undesignated.

1. Legislative, Executive and Senior Management

All employees hired, promoted, voluntarily transferred pursuant to employee-initiated request, or voluntarily demoted pursuant to employee-initiated request, into positions which are designated as Legislative, Executive Management or Senior Management shall be designated at-will and will serve at the pleasure of the Appointing Authority. Such employees may be released from employment at any time in the discretion of the Appointing Authority.

Employees in designated positions which are federally funded and are required by state or federal law to be subject to a merit system shall continue to be employed pursuant to the rules and regulations of an approved merit system.

Employees currently designated as at-will pursuant to the Solano County Code, Personnel and Salary Resolution, state or federal law will continue in that status without change.

Employees who were previously designated as members of the Civil Service, or terminable only for cause, who elect to waive their Civil Service and/or "for cause" status in writing will become at-will. Employees who do not elect to waive their Civil Service status will remain subject to the rules and regulations of the Civil Service until such time the employee voluntarily promotes, transfers, demotes, resigns or retires from the position. Employees who do not elect to waive their "for cause" status will remain subject to the "for cause" procedures set forth below in **Section 18, Disciplinary Action, paragraph D** until such time the employee voluntarily promotes, transfers, demotes, resigns or retires from the position.

Employees designated Legislative are elected members of the Board of Supervisors.

2. Mid-Management

All employees hired, promoted, voluntarily transferred pursuant to employee-initiated request, or voluntarily demoted pursuant to employee-initiated request into positions which are designated as Mid-Management shall serve a probationary period as set forth in Section 3 of this Personnel and Salary Resolution. Following completion of the probationary period, employees designated Mid-Management will be subject to suspension, demotion, or termination only for cause under the procedures set forth herein in Section 13.

Employees who were previously designated as members of the Civil Service and who elected or elect to waive their Civil Service status in writing in exchange for a "for cause" status will be designated or continue to be designated "for cause." Employees who were formerly subject to the provisions of the Civil Service and who did not elect to waive their Civil Service status will remain subject to the rules and regulations of the Civil Service.

Employees in designated positions which are federally funded and are required by state or federal law to be subject to a merit system shall continue to be employed pursuant to the rules and regulations of an approved merit system.

3. Classified Service

Employees who are designated as Classified are employed subject to Civil Service rules and regulations.

4. Undesignated

Employees who have not been categorized as members of the Legislative, Executive, Senior, Mid-Management or Classified Service shall be deemed to be at-will unless otherwise designated pursuant to a memorandum of understanding or other writing approved by the Board of Supervisors. Undesignated Employees upon whom "just cause" status has been conferred continue to be subject to the terms of probationary employment as outlined in this Personnel and Salary Resolution.

B. All appointive department heads shall be appointed by the Appointing Authority as designated by the Solano County Code, state or federal law. All other appointments to positions shall be made by the department head in accordance with the rules of the Civil Service Commission, the Personnel and Salary Resolution or the Solano County Code. Department heads shall appoint to positions in the classified service only from those persons who are certified to them by the Director of Human Resources as being eligible for the particular classification of employment, except as elsewhere provided. Appointments shall be made in writing on forms prescribed by the Director of Human Resources. A copy of the appointment, signed by the department head or his/her designee and approved by the Director of Human Resources, shall be delivered to the Auditor-Controller before payment shall be made to any employee.

C. Conflict of Interest

Whenever the County or any department thereof is in need of services unclassified by its ordinances or resolutions for which services there exists an urgent and immediate need, the County Administrator may authorize temporary filling of such vacancy for up to thirty (30) days, under such terms and conditions as in its judgment the circumstances may require.

D. Ordinarily an extra-help position will not be authorized for a period exceeding 999 hours. In unusual circumstances, and at the discretion of the County Administrator and the Director, an extra-help position may be authorized for more than 999 hours provided such period shall not exceed one year.

2.3 Apprentice Agreements

The Board of Supervisors may, from time to time, enter into agreements for the employment of apprentices pursuant to the provisions of the Apprentice Labor Standards Act of 1939 (Chapter 4, Division 3 of the Labor Code of the State). Notwithstanding anything in this Section to the contrary, the compensation and terms of employment of apprentices employed under such apprentice agreements shall be governed by the provisions of such apprentice agreements. Persons hired as apprentices shall be maintained on the probationary level until the apprenticeship has been completed.

3. RESERVED

4. STANDARDIZED SALARY SCHEDULE

4.1 Number and Classification of Budgeted Positions in Various County Departments and Offices

A. The number and classification of positions shall be as authorized by the Board of Supervisors, and may be the same or less or more than those set forth as budgeted.

B. No department head shall hire permanent, probationary or limited-term employees in excess of the positions actually authorized by the Board of Supervisors.

C. A department head may employ extra-help, in any classification authorized by the Director, within the department budget for such help.

4.2 Alphabetical Listing of Classes and Salaries

The Solano County Alphabetical Listing of Classes and Salaries, designating class titles in alphabetical order and allocation of such classes to the grades in the basic salary schedule, is hereby incorporated by reference. All classes in the listing are considered to be a part of the classified service, except as excluded by **Section 20-13, Chapter 20, Solano County Code**.

4.3 Authority of Board of Supervisors to Specify Salary

Notwithstanding anything in this Resolution to the contrary, the Board of Supervisors may, upon recommendation of the Director of Human Resources specify that the incumbent of a particular position shall occupy a step on the salary grade for that class, either higher or lower than that provided elsewhere in this Resolution, and establish a new merit increase eligibility date.

4.4 Regulation of Compensation

The regulation of salary range of compensation for officers and employees of the County will be fixed by resolution of the Board of Supervisors.

4.5 Departmental Position Allocation List

A. The Solano County Position Allocation List, designating all regular full-time, regular part-time and limited-term positions by department is hereby incorporated by reference. All positions in the list are considered to be a part of the classified service, except as excluded by **Section 20-13, Chapter 20 Solano County Code**.

B. The Director of Human Resources may temporarily increase the number of positions in a department without further approval of the Board of Supervisors in the following situations:

1. **a.** The purpose is to rehabilitate an employee (a) whose physical capacity has been reduced because of a County work-related injury or illness; (b) who is unable to competently perform the duties of his/her former job; but (c) who the County Health Officer has certified as physically able to perform the duties of the position to be temporarily allocated.

OR

b. An employee is absent from the workplace due to a personal or industrial illness, injury or disability and the department determines it is necessary for the

department to hire a replacement employee in order to continue to provide services.

2. It is for a specific period of time, all of which is within the same fiscal year or until the budget for the new fiscal year is adopted.

3. The department head certifies that sufficient funds are available in the departmental budget to fund the position.

4. A need for the additional services has been certified by the department head as described in 1, above.

5. The Director of Human Resources, with the concurrence of the County Administrator's Office, may temporarily increase the number of positions in a department without further approval of the Board of Supervisors when an employee has announced his/her retirement/separation from the County and the department has a compelling reason that the retiree should train his/her replacement.

4.6 Compensation of Members of the Board of Supervisors

Each Supervisor of the County Board of Supervisors shall receive a salary as established by the Board of Supervisors for services rendered.

4.7 Authority of the Director of Human Resources

The Director of Human Resources shall create, maintain and promulgate all official listings and documents incorporating the classes, compensation, positions and numbers of employees as authorized by the Board of Supervisors.

5. SALARIES

5.1 Salary Ranges and Pay Date

Salary ranges for classifications shall be listed in the Alphabetical Listing of Classes and Salaries. Employees shall be paid every other Friday.

A. A pay period shall begin on a Sunday and end on a Saturday (14 days) and shall consist of eighty (80) working hours except for those alternate Fair Labor Standards Act (FLSA) pay periods designated by the County. Such pay periods will be as established by the Auditor-Controller.

B. Compensation for each employee for whom compensation is established shall be paid out of the County general fund or such other fund as may be provided by ordinance or by law upon certification by the department head to the Auditor-Controller that such employee has performed the services set forth in such certificates.

C. When an employee separates from the County service and use of the regularly scheduled certification would create an inequitable delay, the department head may immediately file a special payroll certification of such separation with the Auditor-Controller. The Auditor-Controller may draft a warrant for the period of time or pay or both due such employee

up to the time of separation. Notice of such separation shall be immediately filed with the Director of Human Resources.

5.2 Pay for New Employees

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

5.3 Salary Upon Reemployment

A. A former employee, off probation at the time of separation, who is reemployed in the same class or in a lower class in the same series, within two (2) years, may upon the request of the department head in which they are being reemployed and approval of the Director of Human Resources, be appointed at any step within the salary range. Subsequent merit increases shall follow the normal time period progression between steps.

B. An employee who is not represented under a collective bargaining agreement and who voluntarily separates and:

1. is subsequently reemployed in the same department in a non-represented position;

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

3. completes a new probationary period; and

4. either did not withdraw from PERS or "bought-back" his/her County PERS service credits,

shall, upon approval by the Director of Human Resources, have continuous service credited to him or her for purposes of vacation and longevity pay eligibility. Prior service restored shall not apply toward seniority for lay-off purposes, floating holidays, step raise eligibility or any benefit other than vacation and longevity eligibility.

5.4 Merit Increases within Grade

A. Salary increases within a range shall not be automatic, but shall be given only upon the approval of the department head. Salary increases within a range for appointed department heads shall not be automatic, but shall be given only upon the approval of the County Administrator. Salary increases for elected department heads shall be given only upon the approval of the Board of Supervisors.

B. Every employee in a regular position shall have a merit increase eligibility date. The merit increase eligibility date for all employees hired or promoted before April 1, 2012, shall be the first day of the pay period following completion of the number of full pay periods of service indicated in the chart below:

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

The merit increase eligibility date for all employees hired or promoted on or after April 1, 2012, shall be the first day of the pay period following completion of 26 pay periods as indicated in the chart below:

After:	26 Pay Periods	26 Pay Periods	26 Pay Periods	26 Pay Periods
Salary Range Steps	2	3	4	5

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

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

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

D. Extra-help employees shall be eligible for merit increases within range upon completion of the same number of hours of continuous service required of an employee in a regular full-time position. Should an extra-help employee convert to a regular position, subsequent merit increases shall follow the normal time period progression between steps commencing from the date of appointment to a regular or limited-term position.

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

F. In the event an employee receives an overall rating of either unacceptable or improvement needed on his/her evaluation, such employee must be re-evaluated no later than four (4) pay periods following the scheduled merit increase eligibility date. If the employee shows no improvement, the appointing authority will comment on any action to be taken. Such

evaluation shall be on forms and under procedures prescribed by the Director of Human Resources

G. If, in the department head's judgment, the employee's performance does not merit a salary increase on the merit increase eligibility date, and a deferment of decision accompanied by an intensive effort at improved performance might be productive, the department head shall complete the structured merit rating and defer a decision regarding the merit increase any number of pay periods, but not to exceed thirteen (13) pay periods. A merit increase may be deferred only once for any given step on the grade for the class. The responsibility for reopening the matter by submitting another merit rating and recommendation shall lie with the department head. The employee must be re-evaluated four (4) pay periods following the scheduled merit increase eligibility date, but in any event the merit increase must be granted or denied prior to the deferment date, supplemented by a structured merit rating which has been discussed with the employee. The employee's merit increase eligibility date shall not be changed by such deferment.

H. 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 his/her merit increase eligibility date.

I. Notwithstanding any other language in this Section, in the case of employees who are assigned to positions within the Executive Management Group, a department head/appointing authority, with the concurrence of the County Administrator, may advance an employee to any step in the salary range for his/her position.

5.5 Salary Upon Promotion

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

5.6 Salary Upon Transfer

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

5.7 Salary Upon Demotion

A. When a regular employee is demoted for reasons of unsatisfactory performance, his/her 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 **Section 5.4, Merit Increases within Grade**.

B. When a regular employee in good standing is demoted to a position in a lower class for 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.

C. 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 **Section 5.4, Merit Increases within Grade**. A promotional probationary employee demoted to a class he/she 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.

D. An employee appointed in accordance with **Civil Service Rules Section VII, Classification, Appointments & Status, 7.03, Appointment Procedure** with the approval of the Board of Supervisors may be authorized by the Director of Human Resources to be Y-Rated.

5.8 Salary Upon Reclassification

The salary of an incumbent regular, limited term or probationary employee who remains in a position which is reclassified shall be determined as follows:

A. 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.

B. If the position is reclassified to a class with a higher salary grade, the salary of the employee shall be governed by **Section 5.5, Salary upon Promotion**.

C. If the position is reclassified to a class with a lower salary 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 range, the salary of the employee shall be reduced to the maximum salary for the new class.

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

5.9 Longevity Compensation

For the purpose of longevity, continuous service is defined as employment in a regular or limited term position which has not been interrupted by resignation, discharge, or retirement.

A. All employees employed in regular or limited-term full-time positions, including employees assigned to appointed or elected positions in the Executive Management Group, shall be entitled to longevity pay as follows:

Confidential Employees: Shall be entitled to a 2.5% increase in compensation upon the completion of ten (10) years of continuous full-time service; employees who complete twenty (20) years of continuous full-time service shall be entitled to an additional 2.5% increase in compensation (a total of 5%); employees who complete twenty-five (25) years of continuous full-time service shall be entitled to an additional 2.5% increase in compensation (a total of 7.5%); and employees who complete thirty (30) years of continuous full-time service shall be entitled to an additional 2.5% increase in compensation (a total of 10%) over the rate for the class in which employed.

Executive Management, Legislative Management and Senior Management: Shall be entitled to a 2.5% increase in compensation upon the completion of ten (10) years of continuous full-time service; employees who complete fifteen (15) years of continuous full-time service shall be entitled to an additional 2.5% increase in compensation (a total of 5%); employees who complete twenty (20) years of continuous full-time service shall be entitled to an additional 2.5% increase in compensation (a total of 7.5%); employees who complete twenty-five (25) years of continuous full-time service shall be entitled to an additional 2.5% increase in compensation (a total of 10%); employees who complete thirty (30) years of continuous full-time service shall be entitled to an additional 2.5% increase in compensation (a total of 12.5%); and employees who complete thirty-five (35) years of continuous full-time service shall be entitled to an additional 2.5% increase in compensation (a total of 15%) over the rate for the class in which employed. For Executive Management, Legislative Management and Senior Management, credit for prior years of service employed with California cities, counties, joint power authorities and other special districts as approved by the Director of Human Resources and the County Administrator shall be counted in the continuous full-time service.

B. 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.

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

5.10 Working Out of Class

A. It is the intent of this Section to provide appropriate compensation to employees working out-of-class from the first pay period of such assignments when it is known that the employee will work out-of-class for four (4) pay periods or more.

B. With prior approval from the County Administrator and the Director of Human Resources, a department head may assign an employee the duties of another vacant position in a higher classification which (a) is specifically allocated to the department, and (b) will require the duties of the position to be performed by the individual for a period of not less than four (4) 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 over the salary received prior to the assignment not to exceed the top step of the new grade.

C. If the employee is eligible for a merit increase in the class occupied prior to the temporary assignment, such employee will be eligible for a rate increase on the temporary assignment class grade provided; ~~however,~~ such increase in the prior class would result in more than the rate being earned on temporary assignment.

5.11 Changes in Salary Allocation

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

5.12 Overpayments and Underpayments

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

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

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

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

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

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

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

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

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

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

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

4. A method mutually agreed upon by the employee and the Auditor-Controller.

C. In the case of an underpayment, the County will pay the employee a one-time adjustment through payroll.

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

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

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

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

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

E. 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.

F. 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.

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

relief available through the grievance procedure be enlarged by or as a result of the provisions of this section.

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

5.13 Assumption by County of Functions and Personnel of Another Governmental Agency

When the functions of other governmental agencies are assumed by the County, the employees who perform these functions may be included within this County's Civil Service. The Civil Service Commission shall determine their status in each instance and it shall be equivalent to the status the employees would have had, had they been a County employee during the term of their employment. If the salary of an employee is higher than that considered appropriate for the class in the County service, the salary of such employee shall be frozen at its current dollar amount until such time as it is equaled or exceeded by the salary for that class or until the period of calendar time indicated in the Y-Rate schedule has elapsed, whichever is sooner. If the governmental agency is a non-Merit System jurisdiction, the employees of that agency shall be required to take a non-competitive qualifying examination prior to inclusion in the County's Civil Service.

5.14 Disposition of Additional Fees, Commissions, Etc., Received by Officers and Employees

The salaries, wages, fees, mileage, compensation and expenses provided for in the Solano County Code shall be paid in full for all official services performed, unless otherwise expressly provided in this Division, and all fees, mileage, expenses, commissions and compensation now or hereafter provided by law to be paid to any County officer or employee, either as such agent or as the agent of the State, or any officer thereof, or as the agent of any political subdivision thereof, or of any officer of any such political subdivision for any service, official or otherwise, except as otherwise provided in this Division, shall be paid into the County Treasury and placed to the credit of the proper fund.

5.15 Permanent Expiration of Grant Funded Programs

Upon the expiration of any grant not in the County General Fund, any unexpended and available funds of the grant may be used to liquidate in whole or in part any reimbursable accrued leave of employees in limited-term positions who were directly funded thereunder whether they continue or leave County service. Those employees funded under more than one such grant fund shall have their liquidation of leave pro-rated in proportion to their source of wages and benefits. Employees who continue in the service of the County upon expiration of a grant (not in the General Fund), but whose grant source has insufficient unexpended and available funds to fully liquidate reimbursable accrued leave shall have their remaining leave maintained and assumed by the County department in whose employ they continue without interruption in County service.

Any employee who transfers to another department prior to layoff shall not be entitled to pay off benefits under this section.

5.16 Employee Recognition

In addition to any other compensation provided to officers and employees of Solano County, officers and employees may be recognized for outstanding achievement and/or contributions towards excellence in the County through an employee recognition program adopted by the Board. This recognition may be in the form of additional compensation, a gift certificate or gift.

6. BENEFITS

6.1 Medical Insurance

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

6.2 Retiree Medical Insurance

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

6.3 Cafeteria Plan

The County's contribution toward the cafeteria plan, as historically administered, shall be set at 75% of the PEMHCA Bay Area Kaiser Permanente family rate minus the PEMHCA MEC.

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

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

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

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

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

Dependent Care Reimbursement Account: During an annual open enrollment period, an employee may elect to enter into a salary reduction agreement whereby the County will direct the amount of the salary reduction on a pre-tax basis into the employee's Dependent Care Reimbursement Account ("DCRA"). The employee's election is irrevocable until the next open enrollment period, except on the occurrence of a qualifying event specified in the County's Plan Document. The employee will forfeit all unused

funds in his/her DCRA at the end of the plan year or at the end of the grace period, if any, allowed under the County's Plan Document, whichever is later. During the period allowed under the Plan Document, the employee may use the funds in his/her DCRA to obtain reimbursement of eligible dependent care expenses.

6.4 Dental Insurance

Regular, limited-term and probationary employees are eligible for dental insurance coverage for the employee and eligible dependents beginning the first of the month following six (6) months of continuous service with the County. Effective December 1, 2013 the eligibility period for the dental insurance was reduced from "beginning of the first of the month following six (6) months of continuous service with the County" to "beginning of the first of the month following two (2) months of continuous service with the County."

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

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

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

6.5 Vision Insurance

Regular, limited-term and probationary employees are eligible for vision insurance coverage for the employee and eligible dependents beginning the first of the month following three (3) months of continuous service with the County.

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

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

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

6.6 Life Insurance

Regular, limited-term and probationary employees are eligible for life insurance coverage and accidental death and dismemberment insurance for the employee beginning the first of the month following six (6) months of continuous service with the County.

The basic life insurance policy and the accidental death and dismemberment insurance policy are each valued at one and one-half times the employee's annualized monthly wage valued up to the next thousand dollars (e.g., if annualized wage equals $21,100 then life insurance policy is valued at $22,000) to a minimum policy of thirty-five thousand dollars ($350,000) and a maximum policy of three hundred fifty thousand dollars ($350,000), except for confidential employees where the maximum policy is one hundred thousand dollars ($100,000). An employee may purchase supplemental life insurance under costs, terms and conditions specified by the insurance plan provider.

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

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

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

6.7 Deferred Compensation

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

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

6.8 Short Term Disability Insurance

Except for elected officials, the County participates in the State Disability Insurance program and employees shall have deducted from their paychecks the cost of the State Disability Insurance program.

6.9 Long Term Disability Insurance

Regular or Limited Term employees designated as members of the legislative group, executive management group or senior management group and who work at least 20 hours per week participate in a County-sponsored long term disability insurance program. Long Term Disability Insurance for the employee only, with a maximum monthly benefit of ten thousand dollars ($10,000) is available to employees beginning on the first day of the month following the employee's date of hire, at no cost to the employee.

Employees who are not members of the legislative group, executive management group or senior management group do not participate in any County-sponsored long-term disability insurance program.

6.10 Retirement

A. PERS Contract**.**

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

B. PEPRA Tier.

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

C. PEPRA Basic Retirement Formula.

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

For County Peace Officer (e.g., "safety light") employees required by law to participate in the PEPRA tier, the PEPRA established a pension formula of two percent (2%) of pensionable compensation for each qualifying year of service at the normal retirement age of fifty-seven (57) years. For purposes of this formula, PERS will calculate an eligible retiree's pension based on the average annual pensionable compensation earned by the member during the thirty-six (36) consecutive month period immediately preceding retirement (or date of last separation from service if prior to retirement) or any other period of thirty-six (36) consecutive months during the member's applicable service that the member designates.

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

D. Disputes Over PEPRA.

The Grievance Procedure set forth in **Section 19** shall not apply regarding any dispute regarding the manner in which the County applies the PEPRA Tier. If any term of this **Section 6.10, Retirement**, conflicts with the PEPRA or any amendment thereto, the PEPRA or such amendment will prevail.

E. Pre-PEPRA Tier 1.

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

The County's contract with the Public Employees' Retirement System provides Safety light Retirement (2% @ age 50) for employees who are not required by law to participate in the PEPRA Tier and who are not participants in the formula described in **6.10.F** below.

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

F. Pre-PEPRA Tier 2

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

The County amended its contract with CalPERS to provide employees hired on or after May 4, 2012 for classifications with a Safety light Retirement formula of 2% @ age 55 in lieu of the 2% at 50 formula described in paragraph **6.10.E** above. This provision applies to employees who are not eligible under the County's contract with PERS to participate in the pension tier described in paragraph **6.10.E** above and who are not required by law to participate in the PEPRA tier described in paragraph **6.10.C** above.

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

G. Employee Payment of PERS Member Contributions.

1. PEPRA Member Contributions**.**

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

2. Non-PEPRA Member Contribution.

Employees subject to the Pre-PEPRA formulas described in paragraphs **6.10.C and 6.10.E** above contribution 100% (8% or 7% based on the Pre-PEPRA tier and as established by statute) of the applicable PERS member contribution by payroll deduction.

Effective June 23, 2013, employees subject to the Pre-PEPRA formulas described in paragraphs **6.10.C** and **6.10.E** above will contribute an additional three percent (3%) of the applicable PERS member contribution by payroll deduction. County payments

toward the PERS employee member contribution will reduce by three percent (3%) on June 23, 2013, so that its payment of the member contribution is eliminated in its entirety.

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

In July 2002, the County amended its contract with PERS to provide for the above-referenced 2% @ 50 retirement formula. The cost of this benefit was established by PERS ($10,150,111 and employees throughout the County agreed that the cost would be the responsibility of employees. The county agreed to allow the employees to pay for that plan enhancement by payroll deduction with the cost amortized over twenty (20) years. That payment will continue to take the form of a percentage deduction made from the paycheck of each employee in the plan, until the above established cost has been recovered. Each year (January) the County will calculate the amount due for the subsequent 26 pay periods, based on the formula presented as **Appendix B**.

In July 2004, the County amended its contract with PERS to provide for the above-referenced 3% @ 50 retirement formula. The cost of this benefit was established by PERS ($4,921,043) and employees throughout the County agreed that the cost would be the responsibility of employees. The county agreed to allow the employees to pay for that plan enhancement by payroll deduction with the cost amortized over twenty (20) years. That payment will continue to take the form of a percentage deduction made from the paycheck of each employee in the plan, until the above established cost has been recovered. Each year (July) the County will calculate the amount due for the subsequent 26 pay periods, based on the formula presented as **Appendix C**.

4. Employee Payment of Employer Contributions.

a. Effective October 27, 2013 employees shall share in the PERS employer rate increases for employer rate costs between 14% - 16% as an additional employee deduction; however, the maximum employee contribution shall not exceed one-half of one percent (0.5%) through and including September 27, 2014.

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

5. Pre-Tax Treatment PERS Member Contributions.

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

6.11 Social Security and Medicare

Employees who receive their benefits under this Personnel and Salary Resolution and who participate in the non-safety (miscellaneous) PERS plan have coverage under the federal Social Security system. The Social Security system requires contributions by both the employee and the employer in accordance with schedules provided by the federal government.

Employees who receive their benefits under this Personnel and Salary Resolution and who participate in the safety PERS plan do not have coverage under, and do not contribute to, the federal Social Security system.

All other employees who are not represented under a collective bargaining agreement have coverage under the federal Social Security system. The Social Security system requires contributions by both the employee and the employer in accordance with schedules provided by the federal government.

All employees participate in the Medicare program. The Medicare program requires contributions by both the employee and the employer in accordance with schedules provided by the federal government.

6.12 Tuition Reimbursement Program

A. Objective

The Tuition Reimbursement Program is designed to encourage employees to continue their self-development by enrolling in classroom courses which will educate them in new concepts and methods in their occupational fields and prepare them to meet the changing demands of their jobs.

B. Eligibility of Employees for Tuition Reimbursement

Only full-time employees filling regular positions, on other than a limited-term basis, who have completed their initial County probationary period and who are performing their jobs satisfactorily are eligible to participate in the Tuition Reimbursement Program. 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.

C. Policy for Tuition Reimbursement

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

2. Each course must be taken on not more than fifty percent (50%) of the County's time. Employees taking approved courses which encroach on their regular scheduled working hours shall be entitled to paid time off for such encroaching hours up to a total maximum amount of paid time off from work equal to fifty percent (50%) of the class time.

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

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

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

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

a. Are taken to bring unsatisfactory performance up to an acceptable level.

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 already had.

7. Conventions, workshops, institutes, etc., are not included in the Tuition Reimbursement Program. Departments shall continue to use their conference and convention funds and make their requests in conformance with the policy of the Board of Supervisors.

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

9. Requests for Reimbursement must be approved before the commencement of coursework.

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

D. Nature of Reimbursement

1. Reimbursement in the amount of fifty (50) percent may be made 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 employees shall be reimbursed for more than two (2) courses in a single semester or quarter.

b. The maximum reimbursement that may be received by any employee in one fiscal year shall be one thousand one hundred ($1,100) dollars.

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

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

E. Procedure for Tuition Reimbursement

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

2. The employee's department head shall either recommend approval of the request or deny it, based on the criteria set forth in this policy. If the department head recommends approval, he/she shall forward the application to the Director of Human Resources.

3. The Director of Human Resources shall evaluate the request for reimbursement and approve or deny the request.

4. An employee may appeal denial of the request by the department head to the Director of Human Resources and the Director of Human Resources' decision (unless the reason for denial is lack of funds) to the grievance procedure as set forth in **Section 19, Grievances**.

5. Upon completion of an approved course, the employee shall request the institution to certify fees paid and grade achieved, and to send certification to the Human Resources Department. The employee shall also present evidence of payment of required textbook costs.

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

7. Upon being informed of certification by the Human Resources Department, the Auditor-Controller shall issue a warrant to the employee for reimbursement.

F. Continued Service Requirement

An employee must continue in a full-time, regular position in the County service for one (1) year from the date of last receipt of a tuition reimbursement warrant. Failure to continue in the

County service, through resignation or discharge (excluding layoff), will result in the forfeiture of any tuition reimbursement payments received less than one (1) year prior to separation. In such situation, the Auditor-Controller is authorized to make a deduction from the employee's final payroll warrant for the appropriate amount of tuition reimbursement to be forfeited.

6.13 Limited Extra Help Benefits

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

A. Employees appointed to extra-help positions created with the intent that said positions will become full-time regular positions may, upon approval by the Director of Human Resources, receive up to a maximum of one year accrual, the following benefits granted to full-time employees.

1. Vacation accrual
2. Sick leave accrual
3. Merit increases as per Section 5.4, Merit Increases within Grade

B. Employees in extra-help positions which later become full-time regular positions, may, upon approval by the Director of Human Resources, retroactively to a maximum of one year, receive the following benefits granted to regular full-time, limited term and probationary employees:

1. Vacation accrual
2. Sick leave accrual
3. Merit increases as per Section 5.4, Merit Increases within Grade

6.14 Unemployment Benefits

Solano County employees are covered under the State of California Unemployment Insurance Benefits Program.

6.15 Exempt Employees – Exhaustion of Leave

Regular employees designated as exempt from the Fair Labor Standards Act (FLSA) shall be entitled to "salaried leave". "Salaried leave" shall provide for paid absences to cover authorized time off work of less than one day for personal reasons or sickness if the employee has exhausted all of his/her accrued leaves. Such leaves include Administrative Leave, compensatory time off, vacation, sick leave, and holidays. "Salaried leave" shall be deducted from subsequent paid leave/time off accruals in the following order: Administrative Leave (if available to the employee), compensatory time off (if available to the employee), vacation, sick leave, floating holidays.

Should a negative balance for "salaried leave" exist upon separation from an FLSA exempt position no recovery will be made from the employee.

Should Federal regulations under the Fair Labor Standards Act be amended to not require payment for time off from work for less than one day, this section is no longer applicable.

6.16 Administrative Leave – Management and Unrepresented Employees

A. Administrative Leave Benefit

In recognition that their responsibilities occasionally require work in excess of the normal 40 hour week, Appointed Department heads, Assistant Department heads, Management employees, and Unrepresented employees who are exempt from FLSA regulations shall receive an Administrative Leave benefit. This will be in lieu of any payment or compensatory time off for work performed in excess of 40 hours per week. The above referenced full-time regular employees shall be granted eighty (80) hours of Administrative Leave effective July 1 of each year. Any employee incumbent in an eligible position for less than a full fiscal year shall be eligible for a pro-rata lump sum number of Administrative Leave hours at a rate of 3.0769 hours times the number of full pay periods remaining in the fiscal year. Employees working in regular positions on a less than full-time basis shall accrue Administrative Leave on a pro-rata basis, proportional to the number of authorized hours employed.

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

No eligible employee shall carry over Administrative Leave from one fiscal year to another. Eligible management employees who have unused Administrative Leave at the end of the fiscal year shall be paid for those remaining hours at the employee's base rate of pay in effect on the last full pay period in the outgoing fiscal year in the following manner:

Convert all unused Administrative Leave to their Retirement Health Savings Account in July of each year.

B. Restrictions Regarding the Use of Administrative Leave by Management and Unrepresented Employees

1. Subject to advance approval by the Department head, Administrative Leave may be taken at any time during the fiscal year, but must be taken within the fiscal year in which it is given. Administrative Leave may be used as sick leave, but only after all accrued sick leave has been exhausted.

2. No person shall be permitted to work for compensation for the County in any capacity while on Administrative Leave.

3. No eligible employee shall carry over Administrative Leave from one fiscal year to another. Termination of an employee’s continuous service, except by reason of regular or disability retirement, shall cancel all unused Administrative Leave. Employees terminating employment because of regular or disability retirement shall be paid for unused Administrative Leave in the following manner:

Convert all to the Retirement Health Savings Account to pay for retiree health in accordance with County policy.

4. A Department head may require employees covered in this section to work beyond the official forty (40) hour workweek. Administrative Leave will constitute full compensation for such overtime work.

5. Because State law does not require elected officials to observe the standard County workweek, they are not eligible to receive Administrative Leave benefits.

6.17 401(a) Defined Contribution Plan

A. Elected officials may elect to participate in the 401(a) plan. Elected officials shall voluntarily contribute at their own cost an amount equal to 1.2% of salary with a 50% County match of .6% for a total of 1.8%.

B. Eligible employees in the Executive and Senior Management groups elected to redesignate the County's contribution to the 401(a) plan to the CalPERS Employer Paid Member Contribution. The County's contribution to the 401(a) plan was a result of converting three (3) floating holidays to a County contribution.

7. WORKERS' COMPENSATION

7.1 Workers' Compensation

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

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

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

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

E. The County will continue to pay the employer share of the monthly premium for medical, vision, dental and life insurance coverage on behalf of a qualified regular full or part-time employee

who is receiving temporary disability benefits from workers' compensation for a maximum of nine (9) months.

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

G. Sick leave and vacation shall accrue during any pay period in which the employee is receiving workers' compensation temporary disability benefits.

H. Employees receiving State Disability Benefits will not accrue sick or annual leave during any pay period in which the employee does not have sufficient leave accruals to fully integrate such leave accruals to achieve 100% integration. In the case of an employee who is working less than his/her position allocation while collecting State Disability Benefits, the employee will continue to earn pro-rated accruals based on actual hours worked.

I. In accordance with **Section 10, Sick Leave**, sick leave may be used for any medical appointments due to a work-related injury or illness. Up to two (2) hours paid County time-off may be used to attend repeat medical appointments due to a work related injury or illness. Sick leave may be used for medical appointments due to work related injuries beyond two (2) hours.

J. Service credit as provided in this Resolution toward longevity compensation, seniority, and step increase eligibility shall not be affected by any pay period during which an employee received both County paid leave and temporary disability benefits from workers' compensation.

K. Workers' compensation temporary disability and State Disability Insurance temporary disability benefits shall be integrated with accrued County leave as follows:

1. Employees must promptly inform departmental payroll clerks of their workers' compensation temporary disability benefit amount and provide documentation of receipt for which he/she is eligible.

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

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

4. Upon exhaustion of sick leave, other accumulated leave will be integrated with the weekly Workers' Compensation temporary disability or State Disability Insurance temporary disability benefits.

L. Employees employed in Safety classes covered by Section 4850 of the Labor Code are not subject to the provisions of this Section.

7.2 Temporary Modified Duty Assignments

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

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

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

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

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

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

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

8. INCENTIVES AND DIFFERENTIALS

8.1 Bilingual Pay

A. Eligibility

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

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

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

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

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

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

B. Bilingual Pay Differential Allowance

1. Designated employees shall be eligible to receive additional compensation at the rate of sixty-five dollars ($65.00) per pay period (approximately $1,690.00 per year).

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

C. Termination of Bilingual Pay Differential Allowance

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

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

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

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

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

D. Procedures for Requesting the Bilingual Pay Differential Allowance

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

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

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

c. Location of assignment.

2. An employee may appeal the recommendation of the department head to the Director of Human Resources who shall approve or deny the request.

3. For classified employees, an employee or a department head may appeal denial of the request by the Director of Human Resources to the Civil Service Commission which shall make the final decision to approve or deny the request.

8.2 Call Back and Standby Pay Differential

A. 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 **Section 8, Hours of Work and Overtime**, 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.

B. 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 and 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 paid for standby duty and call back work simultaneously.

Employees in professionally licensed medical, psychiatric and dental classifications shall be compensation for the time spent on assigned standby at four dollars ($4.00) per hour.

Classes used as standby and call back must be approved by the County Administrator both as to authorized classes and authorized numbers.

8.3 Shift Differential

A. All Management and unrepresented employees who work an assigned swing or graveyard shift, shall, in addition to his/her regular salary, be paid a shift differential for each swing or graveyard shift actually worked.

B. For the purposes of this Section, swing shift shall mean 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 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 shift shall not qualify an employee for shift differential.

C. The rate of shift differential shall be five and one half percent (5.5%) over the employee's hourly rate for each hour actually worked on a swing shift and six and three-quarters percent (6.75%) over the employee's hourly rate for each hour actually worked on a graveyard shift.

8.4 Management Business Expense

A. Eligibility for Management Business Expense

County department heads, assistant department heads, and management employees who are incumbent in positions not represented by a recognized employee organization shall be eligible for the management business expense benefit.

B. Reimbursement of Management Business Expenses
Reimbursement for business expense shall be made in accordance with the following:

1. Designated County officials and employees, as defined by the Board of Supervisors and/or County Administrator, shall be reimbursed for actual out-of-pocket payments up to twenty-five dollars ($25.00) in any month for business meals, and/or for other authorized expenditures, including business meals, and aggregate total of three hundred dollars ($300.00) for the fiscal year.

2. Other eligible employees shall be reimbursed for actual out-of-pocket payments up to ten dollars ($10.00) in any month for business meals, and/or for other authorized expenses, including the business meals, an aggregate total of one hundred twenty dollars ($120.00) for the fiscal year.

3. For purposes of this Section, business meals are defined as those for which the primary purpose is the conduct of County business. Such expense may include the cost of meals for others when costs are incurred in the conduct of County business. Authorized expenses other than business meals shall be limited to professional organizations, education expenses exceeding the County tuition reimbursement allowance amounts, professional publication subscriptions and related expenses approved by the appointing authority.

4. Each department head will be responsible for the control of the Management Business Expense Reimbursement.

5. Claims for reimbursement shall be made in accordance with procedures prescribed by the Auditor-Controller.

6. Any employee incumbent in an eligible position described in paragraphs **8.4.B1 and 8.4.B2** above, for less than a full fiscal year shall be eligible to receive an aggregate total reimbursement for expenses multiplied by the number of full calendar months the employee was an incumbent in that position.

7. Failure of an employee to continue in County service through resignation or discharge will result in the forfeiture of any allowance received in excess of the amount to which the employee is entitled under paragraph **8.4.B5** above. In such situations, the Auditor-Controller is authorized to make a deduction from the employee's final payroll warrant for the appropriate amount over-claimed.

9. VACATION

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

Continuous Service	Period of Continuous Service	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. Vacation accrual is credited at the end of each pay period and may be taken in the following pay period.

B. Every employee in a regular part-time 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 regular full-time 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 numbers of hours in the full-time work schedule.

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

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

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

F. Employees with a probationary period do not become eligible to take their earned vacation until they have completed thirteen (13) pay periods of continuous service and, thereafter, employees then become eligible to take vacation as it is earned. Employees without a probationary period and remain in an at-will status are eligible to take their earned 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 when the sick leave balance is exhausted.

G. Notwithstanding any other provision of this resolution, department heads, assistant department heads, and other employees in positions assigned to the Executive Management Group, employed full time in a full time regular position, shall receive vacation benefits of 6.16 hours per pay period of continuous service to a maximum accrual of 440 hours. Persons employed on a less than full time basis shall receive vacation benefits on a pro rata basis, proportional to their authorized hours, to a maximum accrual of 440 hours. Elected officials are not subject to this provision.

H. Newly hired employees in the Senior Management Group employed full time in a regular or limited term position, shall receive vacation benefits of 3 weeks annually which is equal to 4.62 hours per pay period of continuous service to a maximum accrual of 280 hours. Persons employed on a less than full time basis shall receive vacation benefits on a pro rata basis, proportional to their authorized hours, to a maximum accrual of 280 hours. Employees in the Senior Management Group shall continue to be eligible to accrue the maximum vacation of 6.16 hours per pay period as provided under **Section 9, Vacation, paragraph A**. The maximum earnable vacation accrual for employees in the Senior Management Group who receive vacation benefits of 6.16 hours per pay period of continuous service is 440 hours.

I. Each department head shall be responsible for scheduling the vacations of his/her employees in such a manner as to achieve the most efficient functioning of the department and of the County service. No person shall be permitted to work for compensation for the County in any capacity during the time of his/her paid vacation from County service.

J. 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.

K. With Department Head approval and authorization by the Director of Human Resources, a person who has separated service from the County and who was receiving pay in lieu of unused vacation may be re-employed by the County of Solano.

L. Regular County employees appointed to fill an unexpired term of an elected County official or elected to office while holding a regular County position shall have their unused accrued vacation leave maintained at the hourly rate of their regular County position immediately prior to their appointment to the elected position. The unused vacation accruals shall be maintained until such time the employee separates from the County. At the time of separation, the employee shall be compensated in accordance with County Policies and Procedures.

M. An employee who has accumulated the maximum accrual for his/her years of service (160/240/280/320/440 hours) and who has taken eighty (80) hours of vacation within the previous 26 pay periods, may request payment for up to forty (40) hours of vacation pay by submitting a written request for payment to the County Administrator. Only one such request may be made or paid during any 12 calendar month period.

10. SICK LEAVE

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

B. 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.

C. Extra-help employees shall not accrue sick leave.

D. Sick leave may be applied to absence caused by illness, injury, pre-natal care or pregnancy of an employee. Sick leave may be used during pregnancy when the employee's physician certifies that, due to her pregnancy, she is no longer able to perform the duties of her position. The employee shall be required to furnish, at intervals to be determined by the department head, a certificate from her physician to the effect that, due to her pregnancy, she is physically unable to perform the duties of her position. Sick leave may be used for medical, dental or vision appointments when absence during working hours for this purpose is authorized by the department head. In any instance involving use of a fraction of a day's sick leave, the amount charged to the employee's sick leave account shall be to the nearest one tenth of an hour. Each department head shall be responsible for the control of abuse of the sick leave privilege. The employee may be required to furnish a certificate issued by a licensed physician or nurse or other satisfactory evidence of illness to the appointing authority.

E. 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.

F. 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.

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

H. Elected County Officials shall not themselves be subject to the limitations of **Section 10, Sick Leave** except that they shall be partially compensated for any unused but accumulated sick leave they may have had at the time of termination of regular County employment immediately prior to taking elected office. However, regular County employees who are appointed to fill an unexpired term of an elected County official or elected to office while holding a regular County position shall have their unused accrued sick leave maintained on the County records at their hourly rate immediately prior to taking the elected office. The unused sick leave accruals shall be maintained until such time as the employee separates from the County. At the time of separation, the employee shall be compensated in accordance with County Policies and Procedures.

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

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

2 Ordinary tiredness or restlessness.

3. Injury or illness is traceable to employment other than County employment.

J. 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 and the limitations provided in **paragraph H** (above), shall be paid for accumulated unused sick leave in the following manner:

Convert all to the Retirement Health Savings Account to pay for retiree medical in accordance with County policy.

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.

K. For the purposes of this Section, a member of the immediate family is construed to mean the mother, father, husband, wife, son, daughter, brother or sister of the employee or the minor child for whom the employee has legal custody.

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

1. 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.

M. The Auditor-Controller shall maintain sick leave records of all personnel.

11. LEAVE CONTRIBUTION PROGRAM

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

11.1 Eligibility for Leave Contribution Program

To be eligible for this benefit, the receiving employee must: 1) Be a 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.

11.2 Benefits of the Leave Contribution Program

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.

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

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

B. Time donated will be converted from vacation, CTO, or Administrative Leave hours to sick leave hours and credited to the receiving employee's sick leave balance on an hour-for-hour basis and shall be paid at the rate of 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.

C. 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.

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

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

F. 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.

G. Payment for unused sick leave at the time of termination of employment shall be in accordance with **Section 10, Sick Leave, paragraph J**.

H. In accordance with Internal Revenue Service Ruling 90-29, leave transferred for medical reasons will not be considered wages for the employee who surrenders the leave and will therefore not be included in gross income or subject to withholding. An employee who donates leave incurs no deductible expense or loss either upon the donation or use by the recipient.

12. BEREAVEMENT LEAVE

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

- natural, step, adoptive parents and grandparents of the employee;
- a person acting in loco parentis for 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;
- a person assuming the role of the employee’s spouse;
- 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.

A female employee who has a miscarriage or who gives birth to a stillborn child shall be eligible for bereavement leave. This provision shall be applicable only to the employee having the miscarriage and not for any other family members.

Such leave shall be a maximum of forty (40) hours within ten (10) consecutive calendar days, whether services are within the State or outside the State of California. Leave benefits will be prorated for part-time employees based upon the number of hours worked (for example, a half-time employee has a maximum of twenty (20) hours). 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. The department head may require an affected employee to submit proof of qualifying relationship in order to be eligible for bereavement leave.

13. OTHER LEAVES

13.1 Maternity Leave

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

13.2 Family and Medical Leave

A. In accordance with the Family Rights Act of 1991, a permanent full-time or permanent part-time employee who has been continuously employed by the County for one year may take up to a total of four (4) months in a 24-month period as an unpaid leave of absence for the purpose of caring for members of the employee's immediate family. The request for Family Leave shall be made in writing and is subject to the approval of the department head.

B. Immediate family is defined as a dependent child (including a foster child), spouse or parent of the employee. Family Leave may be used for the birth or adoption of a child, to care for a child with a serious illness or to care for a spouse or parent with a serious health condition. The County may require that a request for a Family Leave be supported by a certification issued by a health care provider or by proof of adoption.

C. In the case of a birth or adoption of a child or in the case of the need to care for a seriously ill child, if both parents are employed by the County, both parents may not take Family Leave at the same time without the expressed consent of the employees' department heads. In addition, the leave taken by both parents shall not total more than four (4) months in a twenty-four month period.

D. A female employee who wishes to use Family Leave in conjunction with the birth of a child may use one month of Family Leave in addition to the period of time the employee is considered disabled on account of pregnancy, childbirth, or related medical conditions, or four (4) months, whichever is greater, unless the employee and the department head agree otherwise.

E. If the employee's need for a leave is foreseeable, the employee shall provide their department head with reasonable advance notice. A request for Family Leave may be denied if granting such a leave would present an undue hardship to the operation of the department.

F. Upon returning from Family Leave, the employee will be employed in the same or a comparable position that has the same or similar duties and pay, which can be performed at the same or similar geographic location as the position held prior to the leave.

13.3 Jury Duty

A. Any regular or limited term 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 fees

received for such services, exclusive of mileage, with the County Treasurer within thirty (30) calendar days after his/her excused absence for such duty. Requests for Jury Duty leave should be made by presenting the official court summons to the employee's immediate supervisor as soon as possible after receipt. Jury Duty is not considered as time worked for purposes of overtime compensation.

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

C. An employee assigned to swing shift shall not be required to be on jury duty and at work a combined total of more than twelve (12) hours. An employee assigned to grave shift is not required to report to work the day before he or she was committed for jury duty or served on a jury past 12:00 noon.

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

13.4 Time Off for Blood Donation

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

13.5 Time Off for Promotional Examinations

All persons in the classified service shall be entitled to necessary time off with pay for the purpose of taking promotional examinations for the County. This shall include resulting hiring interviews for which they may be eligible.

13.6 Military Leave of Absence

A. A request for military leave of absence shall be made upon forms prescribed by the Director, shall include a copy of the employee's military orders, and shall include the date such military leave is to begin and the probable date of return. All employees shall be entitled to military leave of absence and compensation as provided in the California Military and Veterans' Code Section 395, et. seq., and California Government Code Section 20892.5, 20892 and Title 38 USCS 2021, et. seq.

1. In addition to the benefits provided pursuant to Section 395 of the California Military and Veterans' Code, any permanent employee of the County of Solano who qualifies for the benefits described in Section 395 of the California Military and Veterans' Code and who, as a member of the California National Guard or a United States Military Reserve organization, is called to active duty shall have their benefits extended as follows:

For a period not to exceed sixty (60) days following the date on which all paid military leave ceases, the County will continue to contribute the County's share of monthly premiums for health, dental and vision insurance for the employee and dependents for the plans the employee was enrolled in at the time he/she was activated. In order for

this to occur, the employee is responsible for submitting payment to the County for the employee's share of the monthly premium.

The level of benefits may change due to labor agreements or resolutions adopted by the Board of Supervisors. In addition, the employee shall not be eligible to receive or participate in certain life, disability, health, medical, dental and/or vision insurance benefits which are limited because of contract language in the various contracts of insurance maintained by the County.

This section does not apply to employees ordered to active or temporary military duty for purposes of military training encampment, naval cruises, special exercises or like activity for which the employee is entitled to temporary leave of absence pursuant to Section 395.01.

B. An employee who resigns in order to enter active duty 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 USCS 2021, et., seq. (Veterans' Reemployment Right).

13.7 Leave of Absence Without Pay

A. A leave of absence may be granted only to an employee having a satisfactory record, and only upon the exhaustion of all other appropriate leave balances. Department heads may authorize a leave of absence without pay for a regular, limited term, or probationary employee for a period of time not to exceed thirty (30) calendar days. Successive leaves may not be granted by department heads. The department head shall immediately notify the Director of Human Resources by the use of forms prescribed by the Director of Human Resources and shall state specifically the reason for the request, the date when it is desired to begin and the probable date of return.

B. A leave of absence 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.

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

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

E. Neither leave accruals nor benefits shall accrue while an employee is on leave of absence without pay, except as required under the Federal Family and Medical Leave Act.

F. 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.

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

H. A leave of absence may be revoked by the Director of Human Resources upon evidence submitted by the department head that the cause for granting leave was misrepresented or has ceased to exist.

I. Failure to return at the expiration of a leave of absence or being absent without leave shall be considered an automatic resignation. Such a resignation may be rescinded by the department head if the employee presents satisfactory reasons for his/her absence within three (3) days of the date his/her automatic resignation became effective.

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

1. Illness or disability

2. Pregnancy

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

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

5. Illness of a family member or other qualifying criteria under the Federal Family and Medical Leave Act.

14. HOLIDAYS

A. Only regular, probationary, limited-term and part time intermittent employees are eligible for paid holidays.

B. A new employee whose first working day is the day after a paid holiday, shall not be paid for that holiday.

C. Employees terminating employment for reasons other than County retirement and whose last day as a paid employee is the day before a holiday shall not be paid for that holiday.

D. Employees terminating employment for reasons other than County retirement may not use vacation leave, sick leave or comp time on the day after a holiday if the last working day is 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.

E. Employees on a leave of absence without pay for both the regularly scheduled working day before a holiday and the regularly scheduled working day after a holiday shall not be paid for that holiday.

F. Part-time employees are eligible for paid holidays on a pro-rata basis as hours worked relates to forty (40) hours.

G. Holidays Worked

Any employee who is required to work on a fixed paid holiday, which is part of his/her regular workweek shall be entitled to 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 compensatory time off. Such compensatory time off shall be scheduled at the discretion of the department head within one year from the day of the holiday. Time off on recognized fixed County holidays shall be counted as time worked for purposes of overtime calculation.

H. 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.

I. Holidays

1. Fixed Paid Holidays Include:

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

2. Other Paid Holidays:

a. For regular and limited term confidential employees who have retained their Civil Service status, the last working day before Christmas Day or the last working day before New Year's Day. (County offices shall remain open for business on both days.) With approval by the employee's supervisor the holiday may be taken any time during the period between Christmas Eve and the end of the first full pay period in January of the new year.

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

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

15. PROBATIONARY PERIOD

15.1 Probationary Period

The following provisions apply only to those employees designated as members of the Classified Service or Undesignated Employees upon which "for cause" status has been conferred by the Board of Supervisors, or by state or federal law. Employees in positions designated as at-will do not serve a probationary period and do not have any right to retreat to a former or vacant position.

A. New or re-employed employees in full-time regular positions except as otherwise specified in applicable Memoranda of Understanding, shall serve a probationary period of thirteen (13) full pay periods from the date of appointment ending with the last day of the thirteenth (13th) full pay period.

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

C. All full-time employees who are promoted shall serve a probationary period of thirteen (13) full pay periods from the date of promotion ending with the last day of the thirteenth (13th) pay period unless the probationary period for the new classification is longer.

D. All part-time employees shall serve a probationary period beyond thirteen (13) pay periods in proportion to the relationship their regular workweek is to forty (40) hours.

E. 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.

F. 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 range for the class in which they are employed.

G. The probationary period may be extended by mutual agreement between the probationer, appointing authority, and the Director of Human Resources; provided; however, that the probationary period may not exceed twenty-six (26) pay periods of active duty. Employees whose probationary period is extended shall be evaluated at ninety (90) day intervals until the conclusion of the extended probationary period.

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

I. Rejection of Probation

1. A probationary employee may be separated from the service at any time during the probationary 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 the Non Discrimination Section 1.031 of the Civil Service Rules.

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

15.2 Rejection of Employee During the Probationary Period

A. Notwithstanding any other provisions of this Section, an employee who has completed his/her initial County probationary period and is rejected during the probationary 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, and subject to the limits of available authorized positions.

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

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

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

a. the position is in the current department;

b. the class is subject to these provisions;

c. the employee meets the minimum qualifications for the class;

d. the salary grade for the class does not exceed the salary of the class held immediately prior to promotion;

e. the Director of Human Resources concurs with the appointment.

2. The employee will serve a new probationary period.

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

16. RESERVED

17. FURLOUGHS

17.1 Closure of County Facilities to Achieve Cost Reductions

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

B. The purpose of the facilities/operations closure is to reduce the need for layoffs and to establish a schedule for the uniform closure or ceasing of certain County Facilities and/or operations.

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

D. The County's projection of revenue and expenditures, and the County's exercise of the discretion to implement furloughs, shall not be subject to the grievance provisions of this Personnel and Salary Resolution.

17.2 Employees' Pay Reductions/Accrual of Deferred Hours

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

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

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

17.3 Employees Exempt from Pay Reductions/Deferred Hours

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

17.4 Paid if Required to Work

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

B. Exempt employees (exempt from overtime requirements of the Fair Labor Standards Act (FLSA)) temporarily lose their exempt status during the pay period any furlough leave is taken. This means that during the pay period the furlough leave is taken, the employee will be treated as an hourly employee and is eligible for overtime compensation for any overtime hours authorized and worked in that pay period. Any overtime hours worked will be subject to the provisions of **Section 20.2, Overtime, paragraph C, Overtime Payment**.

17.5 Furlough Days on Scheduled Day Off

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

17.6 Impact of Furlough on Benefits

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

17.7 Impact of Furlough on Holidays

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

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

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

17.9 Terminating Employees

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

17.10 Effects of Furlough

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

18. DISCIPLINARY ACTION

A. Employees who are designated as "at-will" serve at the pleasure of the Appointing Authority and may be terminated at any time by the Appointing Authority.

B. Board Administrative Assistants serve at the will of the individual member of the Board of Supervisors who appointed them.

C. Employees who occupy positions designated as federally funded and subject to a merit system shall be subject to disciplinary action according to the approved merit system.

D. Undesignated Employees for whom another process is not provided pursuant to a collective bargaining agreement and who are designated as "for cause" may be disciplined pursuant to the following process:

1. Employees designated as "for cause," except those serving a probationary period, shall not be suspended, demoted or terminated without cause.

2. A disciplinary order proposing a suspension, demotion or termination, shall be made in writing by the Appointing Authority or his/her designee and delivered to the individual employee at least seven (7) days prior to the effective date of the action. The notice of action shall include the proposed action and a description of the facts upon which it is based. Any other documentation of the facts upon which the action is based shall be made available to the employee for review at his/her request.

3. The affected employee may request a hearing before the County Administrator or his/her designee prior to the effective date of the disciplinary action. The hearing will be informal in nature. The County Administrator or his/her designee may rely on documentary evidence. The employee shall have the opportunity to refute the facts upon which the action is based either personally, in writing or by use of witnesses. The employee shall be entitled to be represented by an individual of his/her choosing or may respond without representation. An employee who fails to timely request a hearing shall be deemed to have waived his or her right to a hearing.

4. The County Administrator or his/her designee shall issue a written decision as quickly as possible and not later than 10 days after the hearing. The decision of the County Administrator or his/her designee shall be final.

E. Employees who are designated as Classified may be disciplined subject to the rules and regulations of the Civil Service. Attention is directed to the provisions of **Chapter 20, Article 1 of the Solano County Code** and to the Civil Service Rules of the County of Solano for the procedures to be followed in the areas of discipline, separations and appeals.

F. Employees who occupy positions exempt from the overtime provisions of the Federal Fair Labor Standards Act (FLSA) shall not be subject to any disciplinary action for violations of non-safety rules which result in deductions of pay, such as suspensions without pay, of less than the duration of an employee's work week, or if suspended without pay for less than a full work

week for violation(s) of non-safety rules then the employee shall be FLSA non-exempt during said work week.

19. GRIEVANCES

19.1 Grievance Definition

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

19.2 Grievance Purpose

The purposes of this procedure are:

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

19.3 Grievance Steps

Grievances shall be processed in the following manner:

1. Step 1: Informal Discussion:
   An employee who believes that he/she has a grievance shall discuss his/her complaint with his/her immediate supervisor (or such management official designated by the department head) within fifteen (15) calendar days of the incident or occurrence. This meeting shall be held in an effort to resolve the grievance informally. The immediate supervisor shall have ten (10) calendar days from the date of the informal discussion to respond to the employee. If an agreement is reached to resolve the issue, the supervisor shall confirm the outcome in writing.

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

2. Step 2: Department Head and/or Designated Representative:
   The department head or his/her designated representative will meet with the grievant and shall provide a written response to the grievant within twenty-one (21) calendar days of having received the grievance.

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

complaints involving or concerning the payment of compensation shall be in writing to the Director of Human Resources or his/her designee with a copy to the department head.

3. Step 3: Director of Human Resources:
An employee may notify the Director of Human Resources or his/her designee in writing that a grievance exists stating the particulars of the grievance and, if possible, the nature of the determination desired. The Director of Human Resources or his/her designee shall have twenty-one (21) calendar days in which to investigate the issues, meet with the complainant and attempt to reach a satisfactory resolution of the problem.

4. Step 4: County Administrator:
If the grievant is not satisfied with the decisions rendered by the Director of Human Resources, he/she may appeal the decision to the County Administrator's Office within ten (10) days after receiving the Director of Human Resources' decision. The County Administrator (CAO), or his/her designated representative, shall render a final decision upon review of the written request of the grievant and the presentation of evidence. The decision of the CAO or his/her designee is the last step in the appeals process. It is final and binding on the parties and the decision cannot be appealed further.

19.4 Grievance Conditions

A. Failure to Act:
If the finding or resolution of a grievance at any step of the procedure is not appealed within the prescribed time, said grievance shall be considered settled on the basis of the last answer provided, and there shall be no further appeal or review. Should management not respond within the prescribed time, the grievance may proceed to the next step.

B. Extension and Curtailment of Time Limits:
The time limits provided may be extended or reduced by mutual written agreement of the grievant and an appropriate representative of the County when extenuating circumstances are found to exist.

C. Written Records of Grievances:
All documents, communications, and records dealing with the processing of a grievance shall be filed in a separate grievance file in the Human Resources Department and shall not be kept in the personnel file of any of the participants.

D. Freedom from Reprisal:
An employee filing a grievance in conformity with this policy shall have freedom from reprisal.

E. Representation:
An employee may have representation at all steps in the preparation and presentation of a grievance, except at the informal discussion stage of the procedure.

F. County Time:
Necessary and reasonable County time for the processing of a grievance shall be authorized for the employee who has filed the grievance.

20. HOURS OF WORK AND OVERTIME

20.1 Hours of Work

The workweek is forty (40) hours of work in any seven (7) consecutive calendar days. The workweek schedule consists of five (5) eight (8) hours days. However, department heads may establish workweek schedules which differ from the schedule above, upon recommendation of the County Administrator and approval by the Board of Supervisors. It is the duty of each department head to arrange the work of his/her department so that each employee works not more than forty (40) hours in a workweek. A department head may require any employee to temporarily work in excess of forty (40) hours when necessary.

20.2 Overtime

A. Overtime Work Defined

1. Overtime is not applicable to those employees who are designated as FLSA exempt.

2. For employees assigned to an eight (8) hour day/five (5) days per week work schedule, 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.

3. Off duty time spent as a witness in court in connection with regular duties as a County employee shall be considered overtime.

4. 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.

B. Application of Overtime

1. 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 approval prior to ordering overtime work by an employee in excess of eighty (80) hours in a fiscal year.

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

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

result of such assignment. Within budget limitation, extra-help employees may be utilized to substitute for employees who are on compensatory time off.

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

5. Department heads and assistant department heads shall not be subject to this Section.

C. Overtime Payment

1. The Board of Supervisors, by, amendment to the Alphabetical Lists shall adopt a list of employees by classification who are assigned specific overtime codes (e.g., 01, 02, 03, 05, 09 etc.).

a. Employees incumbent in classifications designated as overtime code 01 shall be granted compensatory time off (CTO) for all overtime worked at straight time. Extra help employees in classifications designated as 01 shall receive straight time pay for all overtime worked.

b. Employees incumbent in classifications designated as overtime code 02 shall be granted CTO for all overtime worked at straight time. Whenever an accrual balance is at or above forty hours, the employee may elect to receive straight time pay for overtime worked. Extra help employees in classifications designated as overtime code 02 shall receive straight time pay for all overtime worked.

c. Employees incumbent in classifications designated as overtime code 03 shall be paid for all overtime worked at one and one-half times the normal hourly rate.

d. Employees incumbent in classifications designated as 05 shall not be compensated for overtime worked.

e. Employees incumbent in classifications designated as overtime code 09 shall be paid for all overtime worked at one and one-half times the regular rate of pay; however, employees may be granted, at the sole discretion of the department head, CTO at one and one-half hours off for each hour worked in lieu of overtime payment.

2. Any employee separating from the County service shall be paid for any existing CTO balance at the time of such separation at the hourly rate at which the employee is currently employed.

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

4. Any CTO accumulation in excess of eighty (80) hours shall be taken off within the fiscal year in which it is earned. If the department head is unable to schedule sufficient time off during the fiscal year, the employee's accrual balance shall be reduced to eighty (80) hours at the beginning of the next fiscal year and the employee paid for all hours reduced from his or her balance at the employee's applicable straight time rate in effect on the last full pay period in the outgoing fiscal year.

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

6. CTO hours accumulated because an employee is on the "9/80" pay period work schedule must be consumed within the same fiscal year earned and shall not be carried forward into the succeeding fiscal year.

7. 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.

8. Time off on recognized fixed County Holidays shall be considered time worked for overtime calculation purposes

20.3 Rest Periods

Employees may take one 15 minute rest period for each four (4) hours worked. Usually breaks are scheduled mid-morning and mid-afternoon and are counted as time worked. If the employee does not take a break, it is waived. Since breaks are on paid County time, employees should not leave the worksite during a break.

21. RESERVED

22. OTHER PROVISIONS

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

Nothing contained in this resolution 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.

22.2 Mileage Reimbursement

Any employee who is required to use a private automobile in the performance of his/her duties for the County shall receive compensation for the use of such automobile at a rate established by the Board of Supervisors.

22.3 Travel Reimbursement for Executive Management Employees and Elected County Officials

Executive Management employees and elected County officials shall be reimbursed for in and out-of-County travel expenses at rates in accordance with the County's travel and mileage reimbursement policy.

22.4 Medical Examination Program

The Solano County Medical Examination Program, established to govern conditions upon which medical examinations are required, is hereby incorporated by reference. Attention is directed to this program which is contained in a separate booklet entitled, "Solano County Medical Examination Program", available to departments from the Human Resources Department.

22.5 Licensing and Certification Fund

The Licensing and Certification Fund provides for reimbursement to County employees for whom specific licenses or certifications are a requirement for them to do their job. Reimbursement will be made to regular full-time or regular part-time employees who are filling at least fifty (50) percent of an allocated position. Eligible part-time employees will be reimbursed a percentage of the cost of the license or certification in proportion to the percentage of the time worked. Any eligible full-time or part-time employee who avails him/herself of this Fund and who voluntarily leaves the County service during the fiscal year in which the employee drew upon the Fund, shall reimburse the County on a pro-rata basis the amount the employee received from the Fund.

Appendix A – Regarding Payment of Enhanced Pension Formula (PERS 2.7% @ 55)

Note: The amounts shown exclude the increase cost of the employee contribution from 7% to 8%. This formula was prepared June 10, 2002 and serves as a basis for future calculations and is included here for reference.

Cost of benefit	$75,036,452
Term in Years	20
Amount due to County each year	$3,751,823
Variable	Value
Pay Periods per year	26
Number of pay periods	520
Number of employees	2,320
Average monthly salary	$4,074
Average per pay period gross salary	$1,880
Average Annual Gross Salary	$48,888
Total Annual Payroll	$113,420,160
Formula for Employee Share	Amount
Annual amount of payback = Total cost divided by 20 years	$3,751,823
Average per employee payback = Divide annual amount of payback by the average number of employees for the previous year	$1,617.16
Average payback per employee per pay period = Divide the annual per employee payback by number of pay periods	$62.20
Percentage of gross per pay period salary deducted from each eligible employee = Divide the average payback per employee per pay period by the average per pay period gross salary. Maximum of three percent (3%).	3.31%

Appendix B – Regarding Payment of Enhanced Pension Formula (PERS 2% @ 50)

Note: This formula was prepared March 13, 2002 and serves as a basis for future calculations and is included here for reference.

Cost of benefit	$10,150,111
Term in Years	20
Amount due to County each year	$507,506
Variable	Value
Pay Periods per year	26
Number of pay periods	520
Number of employees	__
Average monthly salary	__
Average per pay period gross salary	__
Average Annual Gross Salary	__
Total Annual Payroll	__
Formula for Employee Share	Amount
Annual amount of payback = Total cost divided by 20 years	$__
Average per employee payback = Divide annual amount of payback by the average number of employees for the previous year	$__
Average payback per employee per pay period = Divide the annual per employee payback by number of pay periods	$__
Percentage of gross per pay period salary deducted from each eligible employee = Divide the average payback per employee per pay period by the average per pay period gross salary. Maximum of five percent (5%).	__%

Appendix C – Regarding Payment of Enhanced Pension Formula (PERS 3% @ 50)

Note: This formula was prepared July 23, 2004 and serves as a basis for future calculations and is included here for reference.

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

Appendix D – Effects of Furlough

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

		day before and the day after the holiday to be compensated for the holiday.
Retirement deductions	Reduction in earnings due to furlough will reduce reportable earnings and reduce PERS deductions.	Retirement deductions taken based on reduced salary.
Retirement benefits	Retirement allowance calculated using the average monthly full-time ***pay rate*** (final compensation) reported to CalPERS for the highest 12 or 36 consecutive months of employment.	Furlough does not change pay rate. However, furlough could reduce special compensation amounts that are paid as a factor of earnings. In some cases final compensation could be reduced, but only for members with earnings-based special compensation whose highest 12 or 36 month period at retirement includes furlough time.
Health insurance contributions	No change.	As long as EE is in a paid status in the pay period, health insurance contributions will be made.
Leave accruals	No change.	Normal leave accruals will be earned.
Terminations	Employee is paid for any furlough hours accrued and not used.	Treated the same as vacation leave balance.
Differentials (% of actual earnings)	Differentials paid as a factor of earnings will be reduced based on reduced earnings.	Example: longevity pay.
Differentials (flat amount or % of pay rate)	No change.	Example: POST pay or shift differential.
Part-time employees	Furlough reduction will be pro-rated based on FTE.	
Change from FT – PT	Same as part-time employees' language.	
Change from PT – FT	Same as full-time employees' language.	
Voluntary Time Off (VTO)	Same as full-time employees' or part-time employees' language. If furlough day falls on day off, another day is taken as furlough.	The employee will be treated as any other full-time or part-time employee.
Not enough accrued furlough to cover furlough day	Use applicable leave balances. If no leave balances available, record leave without pay hours.	