MEMORANDUM OF UNDERSTANDING

COUNTY OF SOLANO

for

Unit #15

PROBATION SUPERVISORS

Represented by
Solano Probation Peace Officer Association

January 7, 2014 – September 26, 2015

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MEMORANDUM OF UNDERSTANDING

Unit #15, Probation Supervisors – Solano Probation Peace Officer Association

PREAMBLE

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

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

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

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

1. RECOGNITION

A. The County recognizes the Association as the recognized employee organization for:

Unit #15, Probation Supervisors

Classifications represented under this Agreement are identified in Appendix A.

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

2. TERM

This memorandum of understanding shall be in effect January 7, 2014 except for these provisions of this Memorandum of understanding which have been assigned other

effective dates and shall remain in full force and effect up to and including September 26, 2015. This Memorandum of Understanding shall continue thereafter from year to year unless at least one hundred fifty (150) days prior to September 26, 2015 or prior to May 26 of any subsequent year, either party has filed written notice with the other of its desire to amend, modify, or terminate this Memorandum of Understanding.

3. UNION SECURITY AND UNION RIGHTS

A. **ASSOCIATION MEMBERS/SERVICE FEE PAYERS** – Employees in classifications covered by this MOU shall become and remain members of the Association or shall pay to the Association a service fee in lieu thereof. Such service fee shall be established by the Association and shall not exceed that portion of the Association's dues and initiation fees (hereinafter collectively termed "service fee") paid by members of the Association as are expended by the Association if fulfilling its responsibilities for representing members of the Representation Unit in the negotiation and administration of the Memorandum of Understanding. Prior to the implementation of a service fee in lieu of an Association Membership Fee, the Association shall provide a fourteen calendar day notice to the County and to all non-members of its intent to implement such a fee.

B. **ASSOCIATION DUES/SERVICE FEES** – Any employee hired by the County subject to this Memorandum of Understanding on or after the date of implementation of this agreement shall be provided, through the employee's department, with an authorization form advising the employee that the County has entered into a Service Fee Payer agreement with the Association and that all employees subject to the Memorandum of Understanding must either join the Association, pay a service fee to the Association, or execute a written declaration claiming a religious exemption from this requirement. Such notice shall include a form for the employee's signature authorizing payroll deduction of Association dues or a service fee, or a charitable contribution equal to the service fee. The form shall be returned to the Auditor's Office, Payroll Division.

1. If the form is not completed properly and submitted to the Auditor's Office, Payroll Division, the County Auditor shall commence and continue a payroll deduction of service fees from the regular biweekly pay warrants of such employee. The effective date of Association dues, service fee deductions, or charitable contributions for such employees shall be the beginning of the first pay period of employment.

2. The employee's earnings must be sufficient after the other legal and required deductions are made to cover the amount of the dues or fees authorized. When an employee is in a non-pay status for an entire pay period, no withholding will be made to cover the pay period from future

earnings. In the case of an employee who is in a non-pay status during only part of the pay period, and the salary is not sufficient to cover the full withholding, no deduction shall be made. In this connection, all other legal and required deductions (including health care deductions) have priority over Association dues and service fees.

C. **RELIGIOUS EXEMPTION** - Any employee of the County subject to this Memorandum of Understanding who is a member of a bona fide religion, body or sect which has historically held conscientious objections to joining or financially supporting a public employee organization and which is recognized as such by the National Labor Relations Board, shall, upon presentation of verification of active membership in such religion, body or sect be permitted to make a charitable contribution equal to the service fee in lieu of Association membership or service fee payment. Declarations of or applications for religious exemption and any other supporting documentation shall be forwarded to the appropriate local Association within fifteen (15) days of receipt by the County. The Association shall have fifteen (15) days after receipt of a request for religious exemption to challenge any exemption granted by the County Administrator or his/her designee. If challenged, the deduction to the charity of the employee's choice shall commence but shall be held in escrow pending resolution of the challenge. Charitable contributions shall be by regular payroll deduction only. The County shall provide the Association, on a quarterly basis, a list of all persons making charitable deduction payments to the religious organization.

D. **PAYROLL DEDUCTIONS AND PAYOVER** - The County shall deduct Association dues or service fees from employee's pay in conformity with State and County regulations. The County shall promptly pay over to the designated payee all sums so deducted.

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

2. Association Political Action Committee - The County agrees to provide a payroll deduction for members to make a voluntary bi-weekly contribution to the Association Political Action Committee (PAC).

3. The County will provide information on employees name, department, unit, and classification on an annual basis.

E. **PROGRAMMING FEE** - The Association shall reimburse the County for actual, reasonable, and necessary costs, if any occur, of reprogramming in order to

implement this agreement. Such costs shall not exceed each Association's prorated share of such costs to be determined by dividing the total number of each Association's represented employees subject to agency shop by the total number of County employees subject to agency shop and by multiplying this quotient times the total cost.

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

G. **WAIVER OF ELECTION FOR NEWLY REPRESENTED EMPLOYEES AND NEW REPRESENTATION UNITS** - The accretion of classifications and/or employees to representation units set forth in this Memorandum of Understanding shall not require an election for the application of this Agency Fee Payer provision to such classifications and/or employees. The recognition of newly established bargaining units and the inclusion of same within this Memorandum of Understanding shall also not require an election for the application of this Agency Fee Payer agreement to such units.

H. **RELEASE TIME** - The County will recognize the official SPPOA County President (or his/her designee if he/she is on vacation or otherwise unavailable), and will allow up to four (4) hours per pay period of paid time away from work to conduct Association business. The President (or designee) shall obtain permission from his/her immediate supervisor prior to leaving work, in accordance with departmental policy. Any expenses incurred by the President (or designee) shall be borne by the Association. Reasonable adjustment shall be made to the President’s workload to accommodate the release time provided for Association business. In return, the President (or designee) will make every effort to provide his/her supervisor and department director with his/her release time needs seven (7) calendar days in advance.

The Association shall designate a reasonable number of stewards to assist in resolving grievances. Employees designated as stewards may be relieved from their assigned duties by their supervisor to assist an employee to investigate and present a grievance provided the release time is scheduled for reasonable times agreeable to all parties. The County shall provide eight (8) hours paid release time per year for newly appointed stewards and four (4) hours paid release time for all other stewards for the purpose of Association training in cooperative employer-employee relations techniques. Prior to the training, the Association

shall provide to the Director of Human Resources or his/her designee an outline of training topics and the schedule of training dates.

The Association shall annually, in January, provide an updated list of stewards to Human Resources. The Association shall inform the Human Resources Department in writing of any additions or deletions of individual stewards within fourteen (14) calendar days of such a change.

The Association may directly reimburse the County for an employee's salary and benefits while on County approved leave of absence for Association related business. The Association shall indemnify and hold harmless the County for any County liability and/or loss under this paragraph.

4. COUNTY MANAGEMENT RIGHTS

It is the exclusive right of the County to determine the mission of each of its constituent departments, boards and commissions, set standards of services to be offered to the public, and exercise control and discretion over its organization and operations. The exclusive rights of the County also include, but are not limited to the right to direct its employees; to hire, promote, demote, transfer, assign, classify, layoff and retain employees in positions within the County; to take disciplinary action against its employees for proper cause; to determine the methods, means and personnel by which the County's operations are to be conducted; to determine its budget, organization, and merits, necessity and level of any activity or service provided to the public, and to take whatever action is necessary in emergency situations. The exercise of such rights shall not preclude employees or their representatives from consulting in advance with management representatives about the practical consequences that decision on these matters may have on wages, hours, and other terms and conditions of employment.

5. SALARY AND OTHER COMPENSATION

5.1 Salary Ranges

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

5.2 Pay for New Employees

Normally new employees shall be appointed at the recruiting step of the salary range in effect for the particular class of position to which the appointment is made.

The Department Head/appointing authority may authorize that a particular position be filled at step one, two or three following guidelines issues by the Department of Human

Resources. Requests for appointments at step four or five must be approved by the director of Human Resources.

5.3 Salary Upon Re-Employment

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 head of the department in which they are being reemployed and approval of the Director of Human Resources or his/her designee, be appointed at some step higher than the recruiting step not to exceed one (1) step lower than the step they occupied at the time of their separation. Subsequent merit increases shall follow the normal time period progression between steps.

B. An employee who voluntarily separates and:

1. is subsequently reemployed in the same department;
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 or his/her designee, 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. Merit increases shall not be automatic, but shall be given only upon the recommendation of the Department Head.

B. The merit increase eligibility dates for every employee hired or promoted into classifications in this unit on or after November 22, 2011, shall be the first day of the pay period following completion of 26 full pay periods.

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

The merit increase eligibility dates for all employees hired or promoted into this unit before November 22, 2011, shall be the first day of the pay period following

completion of the number of full pay periods of service indicated in the chart below.

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

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

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

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

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

E. 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 six (6) 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 or his/her designee.

F. If, in the Department Head's judgment, the employee's performance does not merit a salary increase on the merit increase eligibility date, and a deferment of a

decision accompanied by an 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 six (6) 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.

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

5.5 Salary Upon Promotion

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

5.6 Salary Upon Transfer

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

5.7 Salary Upon Demotion

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

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

receive the highest salary in the new grade that does not exceed his/her rate of pay immediately prior to demotion. The merit increase eligibility date to which he/she was entitled prior to demotion shall be retained.

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

5.8 Reserved (Not Currently Used)

5.9 Longevity Compensation

A. All employees employed in regular or limited-term full-time positions, upon the completion of ten (10) years continuous full-time service, shall be entitled to a two and one-half percent (2.5%) increase in compensation; additionally, employees who complete twenty (20) years of continuous full-time service, shall be entitled to an additional two and one-half percent (2.5%) increase in compensation (a total of 5%) additionally, after twenty-five (25) years of continuous full-time service, an additional two and a half (2.5%) percent increase in compensation (a total of 7.5%)additionally, employees who complete (30) years of continuous full-time service, shall be entitled to an additional two and one-half (2.5%) percent increase in compensation (a total of 10%) over the rate for the class in which employed.

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

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

5.10 Working Out of Class

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

A working out-of-class assignment occurs when an employee receives a formal, written assignment by a department head to perform the majority of the work characteristics of a higher paying classification.

B. With prior approval from the Director of Human Resources or his/her designee, a Department Head may assign an employee the duties of another position in a higher classification when the following requirements are met:

1. The vacant position is specifically allocated to the department.

2. The assignment will require the duties of the position to be performed by the individual for a period of not less than two (2) pay periods.

3. The employee meets the minimum qualifications identified in the job description of the classification being assigned. In the event no employee is identified for the work out of class assignment who meets the minimum qualification of the position, the Department Head may request the approval of a written waiver of this requirement from the Human Resources Director.

   Such temporary assignment shall not be considered a promotion. That individual shall receive the recruiting salary for the class or such higher amount as would constitute at least a one (1) step increase on the grade 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.

D. Employee Process to Request Working out of Class Pay

1. **Informal Steps**

   a. An employee who believes he/she is working out of class must raise it with the Department Head in writing, specifying the duties/assignments that he/she believes are outside of their current classification.

   b. The Department Head (or designee) will respond in writing to the employee within ten working days of receiving the written notice from the employee.

c. If the Department Head does not respond or the matter is not resolved to the employee's satisfaction, the Association may send a letter to the Department Head with the specifics of the situation (a copy to be sent to the HR Department). Such letter must be submitted within ten working days of the Department's response in step two above.

d. The Department Head may meet with the employee/Association, as necessary and will respond in writing to the Association's letter within ten working days.

e. If the Department Head does not respond or the matter is not resolved to the employee's satisfaction, the Association will submit a letter to Human Resources within ten working days of the response from the Department Head.

2. **Formal Steps**

a. Within fifteen working days of receiving the letter from the Association, HR will investigate the claim (meet with Department, employee, Association as necessary) and make a determination, which will be final and NOT subject to the grievance procedure.

b. Should the Department of Human Resources determine that the employee should receive WOC pay, then such pay shall be retroactive to the beginning of the third pay period following the date the employee originally commenced the assignment or to sixty days from when the employee notified the department in step one above, whichever is later. Under no circumstance will any retroactive adjustment be made for a period of more than sixty calendar days.

c. Time frames set forth above may be extended by mutual agreement of the parties.

5.11 Changes in Salary Allocation

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

5.12 Overpayment / Underpayment

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

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

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

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

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

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

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

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

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

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

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

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

J. Any disagreement concerning actions taken under this sub-section may be filed at step 3 of the grievance procedure as a compensation grievance. Participation in the process outlined above, including making options as to methods of repayment, shall not preclude the employee from pursuing a grievance regarding the overpayment.

6. BENEFITS

6.1 Medical Insurance

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

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

A. Effective January 1, 2013, the County's contribution toward the cafeteria plan is at seventy five percent (75%) of the PERS Kaiser 2013 family rate minus the MEC.

Effective for coverage beginning February 2014, the County's contribution toward the cafeteria plan shall be set at seventy-five percent (75%) of the 2014 PEMHCA Bay Area Kaiser Permanente family rate minus the PEMHCA MEC, provided that the Board of Supervisors adopt the MOU in the month of January 2014; otherwise, the County's contribution at seventy five percent (75%) of the 2014 PEMHCA Bay Area Kaiser Permanente family rate minus the PEMHCA MEC shall be effective the first of the month following the Board of Supervisor's adoption of this MOU.

Effective for coverage beginning January 1, 2015, the County's contribution toward the cafeteria plan shall be set at seventy-five percent (75%) of the 2015 PEMHCA Bay Area Kaiser Permanente family rate minus the PEMHCA MEC.

B. 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 three hundred thirty-four and fifty-eight cents ($334.58) per month.

C. 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.

D. 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 (40) 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.

E. During an annual open enrollment period (normally November), an employee may elect to enter into a salary reduction agreement with the County whereby the County will direct the amount of the salary reduction on a pre-tax basis into to the employee's Health Flexible Spending Account ("HFSA"). 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 or her HFSA at the end of the plan year or at the end of the grace period, if any, allowed under the County Plan Document, whichever is later. During the period allowed under the Plan Document, the employee may use the funds in his or her HFSA to obtain reimbursement for otherwise unreimbursed eligible medical expenses.

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

6.4 Dental Insurance

Regular or limited-term employees are eligible for dental insurance coverage for the employee and eligible dependents beginning the first of the month following six (6)

months of continuous service with the County. Effective December 1, 2013, the eligibility period for the dental insurance shall be reduced from "beginning at the first of the month following six (6) months of continuous service with the County" to "beginning at 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 throughout the term of this Agreement. However, it is understood that insurance plan providers from time to time mandate changes in benefits and the County has no responsibility for replacement of benefits which may be eliminated or modified by any plan provider.

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

6.5 Vision Insurance

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

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

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

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

6.6 Life Insurance

Regular or limited-term employees are eligible for life insurance coverage and accidental death and dismemberment insurance for the employee beginning the first of the month following 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 times the employee's annualized monthly wage valued up to the next thousand dollars (e.g., if annualized wage equals $21,100 then life insurance policy is valued at $22,000) to a maximum policy of fifty thousand dollars ($50,000). An employee may purchase supplemental life insurance under costs, terms and conditions specified by the insurance plan provider.

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

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

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

6.7 Deferred Compensation Program

A Deferred Compensation Program as established by the Board of Supervisors is available to all employees employed in regular or limited-term positions. Such programs are hereby incorporated by reference. To encourage County employee participation in the deferred compensation program, the County will contribute a dollar for dollar match up to a maximum of five dollars ($5) a pay period to the deferred compensation account of any County employee who is actively enrolled in the deferred compensation program.

6.8 Short Term Disability Insurance

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

6.9 Long Term Disability Insurance

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

6.10 Retirement

A. PERS Contract**.**

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

B. PEPRA Tier.

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

C. PEPRA Basic Retirement Formula.

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

D. Disputes Over PEPRA.

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

E. Pre-PEPRA Tier 1.

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

F. Pre-PEPRA Tier 2

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

(safety light) Retirement formula of 2% @ age 55 in lieu of the 2% 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, if established, whichever is greater. Such contribution will be made by payroll deduction.

2. Non-PEPRA Member Contribution.

Employees subject to the Pre-PEPRA formulas described in paragraphs **6.10.E and 6.10.F** above will, contribute in full the applicable PERS member contribution by payroll deduction.

3. Employee Payment For Pre-PEPRA Formula Enhancement.

The County amended its contract with PERS to provide for the above-referenced 2% @ 50 retirement formula. The cost of this benefit was established by PERS. The Parties agreed that such cost would be the responsibility of the employees. The county agreed to allow the employees to pay for that plan enhancement by payroll deduction with the cost amortized over twenty (20) years. That payment will continue to take the form of a percentage deduction made from the paycheck of each employee in the Plan, until the above established cost has been recovered. Each year, (January) the County will calculate the amount due for the subsequent 26 pay periods, based on the formula presented during negotiations (see Apendix C).

4. Pre-Tax Treatment PERS Member Contributions.

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

H. Employer Cost Sharing

Effective upon Union ratification and Board approval of the Memorandum of Understanding, the parties agree that employees shall share in the PERS employer rate increases for employer rate costs between 16%-18% as an additional employee deduction; however, the maximum employee contribution shall not exceed one-half of one percent (.5%) through and including September 27, 2014.

Effective September 28, 2014, the parties agree to equally share in PERS employer rate increases for employer rate costs between 16%-18%. The maximum employee contribution shall not exceed one percent (1%).

6.11 Social Security and Medicare

Employees represented by this bargaining unit 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 represented by this bargaining unit participate in the Medicare Program. The Medicare Program requires contributions by both the employee and the employer in accordance with schedules provided by the federal government.

6.12 Education Reimbursement

A. OBJECTIVE

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

B. ELIGIBILITY OF EMPLOYEES FOR TUITION REIMBURSEMENT

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

2. Part-time employees are eligible after 5 years of continuous employment. Part-time employees shall not be eligible for County time off under this program; however, they shall be entitled to reimbursement up to the

maximum prorated amount in proportion to the relationship their basic workweek bears to forty hours.

C. POLICY FOR TUITION REIMBURSEMENT

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

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

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

4. Courses must be taken at accredited institutions. 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, unless the course is directed to correct a deficiency.

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

   c. Duplicate in-service training which is available.

   d. Duplicate training which the employee has already had.

7. Conventions, workshops, institutes, etc., are not included in the Tuition Reimbursement Program. An exception may be made for conferences, institutes or workshops when these events provided the employee with continuing education units (CEUs) which are required to attain or maintain

a certification or license which is required by the county for the employee's position. Attendance at such an event and the eligibility for inclusion under this Tuition reimbursement provision must be approved by the Department Head in advance.

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

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

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 "Meets" current performance evaluation. Reimbursement is made for the fiscal year in which the course is completed and documentation must be presented to the Department of Human Resources within (90) days after course completion date.

D. NATURE OF REIMBURSEMENT

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

2. Reimbursement shall be limited as follows:

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

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

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

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

E. PROCEDURE FOR TUITION REIMBURSEMENT

1. The employee shall submit his/her request to their Department Head who shall either recommend approval of the request or deny it, based on the

criteria set forth in this policy. If the Department Head recommends approval, he/she shall forward the application to the Director of Human Resources or his/her designee.

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

3. An employee may appeal denial of the request by the Department Head to the Director of Human Resources or his/her designee and the Director of Human Resources or his/her designee's decision (unless the reason for denial is lack of funds) to the grievance procedure provided in this MOU.

4. Upon completion of an approved course, the employee shall request the institution to certify fees paid and grade achieved, and to send certification to the Director Human Resources or his/her designee. The employee shall also present evidence of payment of required textbook costs.

5. The Department Head may require that the employee evaluate the course in writing and, in addition, either present information attained at the course, or review course materials with department representatives and employees.

F. CONTINUED SERVICE REQUIREMENT

An employee must continue in a full-time, regular position in the County service for one (1) year from the date of completion of the course. Failure to continue in the County service, through resignation or discharge (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 Association agrees that the Auditor-Controller is authorized to make a deduction from the employee's final payroll warrant for the appropriate amount of tuition reimbursement to be forfeited.

6.13 Reserved (Not Used Currently)

6.14 Limited Extra Help Benefits

A. Extra help employees, who were certified and appointed from an appropriate eligible list and who are subsequently requisitioned and appointed into a vacant regular full-time, part-time or limited term County position in the same classification and department as their extra-help position, shall be granted limited retroactive benefits subject to the approval of the Director of Human Resources or

his/her designee. Eligible employees are those who are currently in the payroll system. They may receive up to one (1) year credit towards:

1. Placement on the schedule for vacation accrual
2. Merit increases as provided in Section 5 of this MOU
3. Seniority for purpose of layoff

B. Any leave accrual and service time credits will be calculated on a prorated basis, based on the number of hours the employee worked in the prior 24 months, and requests for credit must be made within 6 months of appointment into the regular position.

C. The merit increase step-up eligibility date shall reflect the time worked while in an extra help status.

6.15 Uniforms

A. UNIFORMS AND PROTECTIVE ATTIRED PROVIDED

Upon hire, the Department will provide all Group Counselor classification series employees with six (6) uniform "polo-type" shirts. The subsequent replacement of such shirts shall be administered as follows. In order to secure replacement shirt(s), an employee must bring the worn out or damaged shirt to the Department in order to exchange it for a new one. The Department will provide an employee no more than five (5) replacement shirts in a Fiscal Year. Any additional replacement shirts must be purchased by the employee.

1. **Uniforms/Protective Attire**

a. Upon hire, employees in the Group Counselor series will be issued uniform/equipment consisting of:

One (1) duty belt
One (1) large handcuff key
One (1) pair handcuffs
911 Tools
Wallet badge (upon completion of PC 832 requirements)
Personal Body Armor for employees assigned to Transportation
Universal Body Armor available for use by employees while acting in the capacity of a transportation office.

b. When assigned to the Probation Enforcement Search Team (PEST) or to a field assignment, the Deputy Probation Officer/Field Group Counselor series will be issued uniform/equipment consisting of:

One (1) pair of handcuffs
One (1) large handcuff key
One (1) portable radio
One (1) hand mike
One (1) ear piece

c. Upon request to the immediate supervisor, employee will be issued the following:

One (1) duty belt with handcuff case
One (1) key holder
One (1) phone holder
One (1) flashlight holder
One (1) glove holder
One (1) pepper spray holder
One (1) flashlight
One (1) ballistic vest (mandatory for PEST)
One (1) field badge or One (1) wallet badge (upon completion of PC 832 requirements)
One (1) can OC spray

2. **Conditions**

a. Attire will be replaced when damaged or otherwise unsuitable for use in public on an as-needed basis as determined by the County.

b. The County will provide suitable identification to be affixed to the uniforms by the employee.

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

7. SAFETY AND WORKERS' COMPENSATION

7.1 Safety

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

The County agrees to provide such safety

7.2 Workers' Compensation

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

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

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

D. The County will continue to pay the employer share of the monthly premiums for medical, vision, dental and life insurance coverage on behalf of a qualified regular full or part-time employee who is receiving Workers' Compensation. For the period of time that he/she has and utilizes leave accruals to fully integrate, or for the period of time he/she is on approved FMLA leave, whichever is longer.

E. Sick and annual leave shall accrue during any pay period in which the employee is eligible to receive Workers' Compensation temporary disability benefits.

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

G. An employee who has returned to work following a work-related injury or illness will be allowed up to two (2) hours paid County time-off to attend repeat medical appointments or follow-up visits related to his/her approved workers

compensation claim. Such appointment should be schedule during the employees off duty hours whenever possible. County time-off may be used during the first one hundred eighty (180) days following the initial return to work date after the work-related injury or illness. After the one-hundred eighty (180) calendar days, sick leave or other accrued leave time must be used.

H. Workers' compensation temporary disability benefits shall be integrated with accrued County leave as follows:

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

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

3. Upon exhaustion of sick leave, other accumulated leave may be integrated with the weekly Workers' Compensation temporary disability or disability benefits, at the employees' discretion.

G. TEMPORARY LIGHT DUTY ASSIGNMENT FOR INJURED EMPLOYEES

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

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

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

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

3. The employee's Department Head will determine the assignment and its duration, but the employee shall return to his/her normal job as soon as released by his/her treating physician or is no longer temporarily disabled. Light duty is available for a maximum of eighteen (18) weeks.

Department Heads may extend light duty assignments, which are a result of a work related injury, beyond 18 weeks, on a case by case basis.

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

7.3 State Disability Insurance and Temporary Light Duty Assignment for Injured Employees

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

B. The County will continue to pay the employer share of the monthly premiums 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 and utilizes leave accruals to fully integrate or for the period of time he/she is on approved FMLA leave, whichever period is longer.

C. An employee who exhausts his/her ability to fully integrate accrued leave with SDI shall be eligible to apply for donated leave per the County policy. The integration of such donated leave would enable the employee to continue to receive the employer share of the monthly premium for County medical, vision, dental and life insurance coverage.

D. Employees receiving State Disability Insurance benefits will only accrue sick or annual leave in any pay period in which he/she has sufficient leave accruals to achieve 100% integration with SDI using his/her own leave accruals. Employees integrating donated leave hours with SDI will not accrue sick or annual leave.

E. State Disability Insurance temporary disability benefits shall be integrated with accrued County leave as follows:

1. 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 integration is not retroactive beyond one pay period.

2. Employees' pay, including leave accruals and 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.

3. Upon exhaustion of sick leave, other accumulated leave may be integrated with the weekly or State Disability Insurance temporary disability benefits.

F. TEMPORARY LIGHT DUTY ASSIGNMENT FOR INJURED EMPLOYEES

1. If an assignment exists which the Department Head, in conjunction with the Director of Human Resources or his/her designee, deems may be filled on a temporary basis.

2. Non-industrial disabled employees will be given consideration in accordance with the criteria listed in Section 7.

8. INCENTIVES AND DIFFERENTIALS

8.1 Bilingual Pay Differential

A. **Eligibility**

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

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

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

4. The provisions of this Section shall be limited to permanent, probationary or limited-term full-time or part-time employees who are filling at least 50% of an allocated position. Eligible part-time employees will be reimbursed in proportion to the percentage of the time worked.

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

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

B. **Bilingual Differential Allowance**

1. Designated employees shall be eligible to receive additional compensation at the rate of $65.00 per pay period (approximately $1690.00 per year).

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

C. **Termination of Compensation**

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

1. The employee terminates his/her employment with the County.
2. The employee is released from County employment.
3. The position is determined to no longer require bilingual skill.
4. The employee is assigned to a position not requiring the bilingual ability.
5. An employee who is on leave of absence without pay during a pay period shall receive the bilingual differential in proportion to the relationship the time worked during that pay period bears to eighty (80) hours.

D. **Procedures for Requesting the Bilingual Differential Allowance**

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

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

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

   c. Location of assignment.

2. An employee may appeal the recommendation of the Department Head to the Director of Human Resources or his/her designee who shall approve or deny the request. The Director of Human Resources or his/her designee's decision may be appealed to the Civil Service Commission.

3. The Director of Human Resources or his/her designee shall evaluate the recommendation and approve or deny the request.

4. A Department Head may appeal denial of the request by the Director of Human Resources or his/her designee to the Civil Service Commission, which shall make a final decision to approve or deny the request.

8.2 Shift Differential

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

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

1. An employee, who works a swing shift as defined above, shall receive six percent (6%) per hour above the employee's hourly rate for each hour actually worked on a swing shift.

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

8.3 Standby and Call Back Pay Differential

1. **Standby**

Standby is any time other than time when the employee is actually on duty during which an employee is not required to be on County premises but stand ready to immediately report for duty and must arrange so that his/her supervisor can reach him/her on ten (10) minutes' notice or less.

If an employee is placed on standby duty, such employee shall be compensated for the time spent on assigned standby at four dollars ($4.00) per hour. If such standby is spent on weekends or holidays, the employee shall be compensated at five dollars ($5.00) per hour. No employee shall be compensated for standby duty and call back work simultaneously. Classes used as standby and call back must be approved by the County Administrator both as to authorized classes and authorized numbers.

2. **Call Back**

An employee who is called back to work for an emergency or other unplanned and unscheduled event, after having physically left the worksite following the termination of their normal work day, shall be paid for call back duty at his/her applicable straight time hourly rate with a guaranteed payment equivalent to three (3) hours straight time pay when the call back time worked is less than three (3) hours. Work beyond three hours shall be subject to the provisions of Section 20 – OVERTIME AND CALL DUTY.

Travel time to and from the work site shall not be considered time worked. If an employee has physically left home and received a call canceling a call back, the three (3) hour minimum shall apply.

Time spent by the employee on the phone responding to questions or issues in the workplace, will be compensated for at the applicable rate of pay, but such time is not considered call back and is not subject to the minimums provided above.

3. No employee shall be entitled to receive standby pay and call back pay for the same time period.

9. LEAVES AND AUTHORIZED TIME OFF

9.1 Vacation

A. **Accrual**

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

Vacation Credit:

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

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

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

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

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

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

6 Employees do not become eligible to take their earned vacation until they have completed thirteen (13) pay periods of continuous service, which service includes successful completion of the probation period and the acquisition of status of a permanent or limited-term non-probationary employee. Employees in classes having a twenty-six (26) pay period probationary period will become eligible to take their earned vacation after completing thirteen (13) pay periods of continuous service. After completion of thirteen (13) pay periods of continuous service, employees then become eligible to take vacation as it is earned.

7. Each Department Head shall be responsible for scheduling the vacations of his/her employees in such a manner as to achieve the most efficient functioning of the department and of the County service. Each Department Head may establish procedures for scheduling vacations. Within the vacation scheduling procedures of each department, Countywide seniority will be used to break any tie between or among employees. 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.

8. 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.

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

10. Upon the presentation of medical verification acceptable to the Department Head that an employee was seriously ill or injured during a scheduled vacation, employees may request the substitution of sick leave for vacation for the period of serious illness or injury.

B. Notice to Department Heads

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

10. SICK LEAVE

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

B. Every employee holding a regular or limited-term full-time position shall accrue 3.70 working hours sick leave with pay for each pay period of service; except, that no employee shall earn sick leave credit during a pay period in which 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 hours. It shall be computed to the nearest hundredth of an hour.

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

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

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

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

- Receive cash for a maximum of 500 hours or
- Convert all or a portion for CalPERS unused sick leave credit

In lieu of the ability to receive cash for 500 hours or converting all or a portion to CalPERS unused sick leave credit, any employee terminating employment on or after July 21, 2013, shall have their unused sick leave credit converted to a Retirement Health Savings Account.

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

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

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

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

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

11. RESERVED (Not Currently Used)

12. BEREAVEMENT LEAVE

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

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

B. For regular full-time employees, such leave shall be a maximum of forty (40) hours within ten (10) consecutive calendar days, following the death of the family member, whether services are within the State or outside the State of California. Leave benefits will be prorated for part-time employees based upon the number of hours worked (for example, a half-time employee has a maximum of twenty (20) hours to use within ten (10) consecutive calendar days).Employees desiring more time off under these circumstances may request vacation or other appropriate leaves, which

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 their position. Employees who have been cleared to return to work by their physicians after pregnancy, but who wish to delay their return to work may request use of vacation, comp time of 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 Leave

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

13.3 Jury Duty

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

County pay provided the employee deposits their fees for such services, exclusive of mileage, with the County Treasurer within thirty (30) calendar days after their excused absence for such duty. Excused absence is defined as the time necessary, including reasonable time for travel, to actually engage in the activities, including required waiting time, covered by this section. Requests for Jury Duty leave should be made by presenting the official court summons to the employee's immediate supervisor as soon as possible after receipt. Jury duty is not considered as time worked for purposes of overtime compensation.

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

C. An employee assigned to swing shift shall not be required to be on jury duty and at work a combined total of more than twelve (12) hours. An employee assigned to grave shift who is summoned to jury duty will have the prior grave shift off. If said summons/jury duty continues past 12 noon, the employee shall not be required to work the following graveyard shift, which commences the same calendar day.

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

13.4 Time Off for Blood Donation

Employees will be allowed to take the last two (2) hours of their work shift off without loss of pay and allowances for the purpose of donating blood. The employee will be required to provide proof that he/she did in fact donate blood during this time. This provision shall not be exercised more frequently than once in any eight (8) week period and not more than five (5) times per year. Time provided under this provision shall not be cumulative and advance approval for each donation period shall be obtained from the appropriate department supervisor.

13.5 Time Off for Promotional Examination

Employees represented in these units shall be entitled to necessary time off with pay for the purpose of taking qualifying or promotional examinations for the County. This shall include resulting hiring interviews for which they may be eligible.

13.6 Military Leave of Absence

A. Eligible full-time employees of the County of Solano who are called to temporary or active military duty are entitled to thirty (30) calendar days paid leave for military duty per fiscal year, pursuant to California Military and Veterans Code, Section 395.01. A request for military leave of absence shall be made upon forms prescribed by the Director of Human Resources or his/her designee, shall include

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

Upon approval of the employee's supervisor, employees called to inactive duty may change their scheduled days off to coincide with the dates of inactive duty.

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

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

D. Upon reemployment he/she shall be entitled to such civil service status as he/she would have if he/she had not resigned (e.g., any seniority for purposes of layoff would continue to accrue during his/her absence and he/she would not need to serve a new probationary period in his/her former department and class if he/she had attained permanent status prior to leaving County service). His/her salary upon reentering County service in his/her former classification shall be at the same step he/she occupied at the time of his/her separation. Subsequent merit increase eligibility dates shall follow the normal time progression between steps (as provided in Section 5.4, Merit Increases Within Grade of this MOU).

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

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

1. Is not qualified to perform the duties of the position (i.e., fails to pass a physical examination);
2. Is released from active duty for reasons other than honorable;
3. Fails to make written application for reemployment with the County within six (6) months of his/her release; or

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

13.7 Leave of Absence without Pay

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

B. Any regular or probationary employee may be granted a leave of absence without pay in excess of thirty (30) calendar days upon his/her written request and the recommendation of his/her Department Head to the Director of Human Resources or his/her designee and only upon the exhaustion of all other appropriate leave balances. Requests for leave of absence without pay shall be made upon forms prescribed by the Director of Human Resources or his/her designee and shall state specifically the reasons for the requests, the date when it is desired to begin the leave and the probable date of return. The request shall normally be initiated by the employee, but may be initiated by 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 or his/her designee.

C. A leave of absence without pay either approved by the Department Head or approved by the Department Head and the Director of Human Resources or his/her designee, shall be transmitted by the Director of Human Resources or his/her designee to the Auditor-Controller for appropriate action.

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

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

F. Immediately prior to or at the time of return from leave of absence to active duty the employee may be required by 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 of absence without pay and desires to return before expiration of such leave, the Department Head may require that reasonable notice not in excess of fifteen (15) calendar days be given.

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

I. Failure to return at the expiration of a leave of absence or being absent without leave shall be considered as an automatic resignation. Such a resignation may be rescinded by the Department Head if the employee presents satisfactory reasons for his/her absence within five (5) working 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 Director of Human Resources or his/her designee.

An employee may appeal the denial of a leave of absence without pay by filing a written appeal at Step 3 of the Grievance Procedure. Such an appeal shall be filed within ten (10) calendar days of receipt of notice of the denial of the request for a leave of absence without pay. The decision of the Human Resources Director shall be final and not subject to further appeal.

14. HOLIDAYS

14.1 Eligibility

A. Only regular, probationary, and limited-term employees shall be eligible for paid holidays.

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

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

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

14.2 Holiday Compensation

A. Any employee who is required to work on a fixed paid holiday, which is part of his/her regular workweek shall be entitled to holiday compensatory time off (CTO) for the time actually worked. A full-time employee whose regularly scheduled day off falls on a paid holiday shall be entitled to eight (8) hours of holiday compensatory time. Departments shall make every effort to schedule the time off within the fiscal year in which it was earned.

B. Holiday CTO shall be transferred to an employee's regular overtime CTO balance in lieu of pay provided the combined CTO and holiday overtime does not exceed eighty (80) hours as provided in Section 8 of this Memorandum of Understanding.

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

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

14.3 Holidays

A. **Fixed Paid Holidays Include:**

New Year's Day	January 1
Martin Luther King'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	Friday in November
Christmas	December 25

B. **Other Paid Holidays Include:**

1. 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.) For employees regularly assigned to field services; with approval by the employee's supervisor, the holiday may be taken any time during the week before Christmas Eve or the week before New Year's Eve. For employees regularly assigned to institutions; with approval by the employee's supervisor, the holiday may be taken any time during the period beginning the week before Christmas Eve and ending February 15th of the new year.

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

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

15. PROBATION PERIOD/RETREAT TO VACANT POSITIONS

15.1 Probation Period

A. All new or re-employed employees in full-time regular positions, shall serve a probationary period of thirteen (13) full pay periods from the date of appointment ending with the last day of the thirteenth (13) 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 from the date of transfer. In addition, all full-time employees who are promoted shall serve a probationary period of thirteen (13) full pay periods from the date of promotion ending with the last day of the thirteenth (13th) pay period.

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

The initial or promotional probationary period may exceed thirteen (13) full pay periods of active duty when the extension is by mutual agreement between the probationer, appointing authority and the Director of Human Resources. The probationary period shall not exceed twenty-six (26) full pay periods.

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

D. 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.

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

Not later than two (2) pay periods prior to the end of an employee's probationary period, the department head or his/her designee should provide a probationary period performance evaluation. Absent any notification to the contrary the employee is deemed to have passed probation.

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

G. Rejection of Employee During Probationary Period

1. A probationary employee may be separated from the service at any time during the probation period without right of appeal or hearing unless the employee alleges that such separation was based upon discrimination. In such cases, the appeal and hearing shall be processed in accordance with Section 19 of this Memorandum of Understanding.

2. An employee who has completed the probationary period following initial appointment, but fails to complete the probationary period for a position to which he/she has been promoted, demoted, or transferred shall have the right of appeal in accordance with Section 19 of this Memorandum of Understanding.

15.2 Retreat to Vacant Positions

A. An employee rejected during the probation period from a position to which he/she had been promoted or transferred may be restored to his/her former position . Such restoration is not mandatory, but is optional at the discretion of the Department Head, within the limits of available authorized positions.

B. Any employee who (1) has completed an initial County probationary period and obtained permanent status; (2) is promoted from one class to another, both of which are in the same department and Representation Unit subject to these provisions; and (3) fails the promotional probation period, shall be restored to the

classification held immediately prior to promotion, if a position in that class is vacant. Such restoration includes restoration of the employee's former salary, merit increase eligibility date, and all other benefits to which the employee would have been entitled if the promotion had not occurred.

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

1. The employee may be appointed by the Department Head to any other vacant position in any class provided:
   a. the position is in the current department;
   b. the class is in the same representation unit as the former class;
   c. the employee meets the minimum qualifications for the class;
   d. the salary grade for the class does not exceed the grade of the class held immediately prior to promotion;
   e. The Director of Human Resources or his/her designee concurs with the appointment.
2. The employee will serve a new probationary period.
3. The employee's name will be placed on the current or continuous eligible list for that classification held immediately prior to promotion. The employee's name will be certified along with the regular number of applicants to vacancies in the class until the employee is selected or the eligible list is abolished.

15.3 Twenty-Four (24) Months Continuous Service

An employee who has completed their probationary period is laid off, and subsequently reemployed in the same class 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.

16. LAYOFF

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

B. Employees who are laid off and subsequently rehired within a 90 calendar day period following the effective date of their layoff will be considered as having served continuously in County service for purposes of seniority and annual leave accrual. During this 90-calendar day period, such laid off employees will not be entitled to cash out accumulated annual leave entitlement, sick leave, holiday leave or compensatory time off. In the event such laid off employee is not rehired

within this 90 day period or if a laid off employee relinquishes all reemployment rights with the County within this 90 day period, such employee shall be entitled to payoff of earned benefits as provided in the Memorandum of Understanding.

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

17. FURLOUGHS

A. COUNTY FURLOUGH

1. If the County projects that expenditures will exceed revenues on a fiscal year basis without regard to the funding source, the Board of Supervisors at its sole discretion shall have the right to implement unpaid furlough days; including the closure of County facilities; or for those work units not subject to closure, the scheduling of a corresponding reduction in pay.

2. The total number of days the County will close or otherwise furlough employees will be determined at the sole discretion of the Board of Supervisors for up to twelve (12) workdays per fiscal year (July 1 to June 30).

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

B. EMPLOYEES' PAY REDUCTIONS/ACCRUAL OF DEFERRED HOURS

1. This provision applies to all employees except those employees who are exempt from deferred hours as specified in Section 17.A.3.

2. 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.

3. 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.

C. EMPLOYEES EXEMPT FROM PAY REDUCTIONS/DEFERRED HOURS

1. 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.

2. Employees that cannot be subject to a closure or furlough as determined in Section 17.A.1 and 17.A.3 above, shall be subject to a reduction in pay of 4.62% to total an amount to equal to the value of the number of furlough day imposed by the Board of Supervisors.

D. PAID IF REQUIRED TO WORK

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

E. FURLOUGH DAY ON SCHEDULED DAY OFF

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

F. 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.

G. 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.

H. 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.

I. TERMINATING EMPLOYEES

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

J. APPENDIX "D"

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

K. Neither the County's projection of revenue and expenditures, nor the exercise of the Board of Supervisors' discretion to implement a furlough, shall be subject to the grievance /arbitration provisions of the MOU.

L. Prior to invoking the County's authority to implement a furlough, the County will notify the Association of the decision, the dates of the operations/facility closures and the required number of furlough days.

18. DISCIPLINARY ACTION

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

18.1 Procedure

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

1. A description of the proposed action to be taken

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

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

4. A statement advising the employee of the right to respond to the charges either verbally or in writing to the appointing authority proposing the action prior to its effective date, including the time within which such response must be made (at least ten (10) calendar days from the date of service of the written order). Failure of the employee to make a written or oral response will constitute waiver of the right to respond.

B. If the employee elects to respond in person, a meeting shall be scheduled with the Department Head or his/her designee at which the employee shall be given the opportunity to respond to the proposed action. The employee shall be entitled to be represented by the person of his/her choosing at the meeting. The appointing authority may amend, modify, or revoke any or all of the charges contained in the written order. The appointing authority shall provide notice to the employee or the disciplinary action to be taken and of his/her right to appeal to the County Civil Service Commission and the time within which the appeal must be made.

18.2 Appeal Process

Any employee may either appeal such dismissal, suspension, demotion, or reduction in salary to the Civil Service Commission or through the non-Civil Service Commission process as described below; however, should an employee who has retained Civil Service status be disciplined again within the following three (3) years then the employee must engage in the disciplinary action appeal process (e.g. Civil Service Commission or non-Civil Service Commission appeal) as was last used by the employee.
A copy of all proposed disciplinary actions and/or disciplinary actions will be provided to SPPOA. An employee may not both appeal to the Civil Service Commission and file an appeal under this Disciplinary Action Appeal process.

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

A. Appeal to the Director of Human Resources

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

B. Appeal to an Adjustment Board

Disciplinary actions which have been investigated by the Director of Human Resources may be appealed to an Adjustment Board within twenty-one (21) calendar days of the date the Director of Human Resources' decision is provided to the employee. The Adjustment Board will be convened within ninety (90) working days of receipt of the timely request for an Adjustment Board. The Adjustment Board shall be comprised of a mediator from the State Mediation Service, one (1) Association representative and one (1) representative of the County.

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

The recommendation of the Adjustment Board shall be advisory only.

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

The Adjustment Board's recommendation shall neither be made public nor be introduced into any other disciplinary action step by either party.

If no opinion is issued or either party does not agree with the recommendation of the Adjustment Board, either party may appeal the decision of the Adjustment Board to arbitration, as provided below.

C. Appeal to Arbitration

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

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

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

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

D. Disciplinary Action Appeal Timelines

Failure of the employee or the employee's representative to adhere to the timelines contained in this article shall be considered an abandonment of his/her appeal. Failure of the County to adhere to the timelines contained in this article shall allow the employee, or the employee's representative, to pursue his/her grievance to the next higher step.

E. Scope of Disciplinary Action Appeal Adjustment Board and Arbitration Decisions

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

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

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

19. GRIEVANCES

19.1 Definition

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

19.2 Purpose

The purposes of this procedure are:

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

2. To provide an orderly and prompt procedure for resolving disputes which arise regarding the interpretation of the Memorandum of Understanding;
3. To encourage communication between employees, the Association, and County representatives;
4. To determine and correct, if possible, the causes of grievance disputes.

19.3 Steps

Grievances shall be processed in the following manner

Step 1. Informal Discussion

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

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

Step 2. Department Head and or the Designated Representative

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

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

Step 3. Director of Human Resources

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

Step 4. Mediation

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

A mediator from the State Mediation Service shall be scheduled to conduct the mediation.

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

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

If the issue is not resolved through mediation, either party may appeal to arbitration as provided below.

Step 5. Arbitration

If the grievance is not resolved at Step 4, the Union or the County may require that the grievance be referred to an impartial arbitrator who shall be designated by mutual agreement between the Union and the Director of Human Resources.

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

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

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

Scope of Arbitration Decision

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

2. No arbitrator shall entertain, hear, decide or make recommendations on any dispute unless such dispute involves a position in a unit represented by the Union which has been certified as the recognized employee organization for such unit unless such dispute falls within the definition of a grievance as set forth in Section 19.1.

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

19.4 Timeliness of Grievances and Responses

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

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

19.5 Compensation Complaints

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

B. No change in this Memorandum of Understanding or interpretations thereof (except interpretations resulting from Mediation) will be recognized unless agreed to by the Director of Human Resources or his/her designee and the Association.

19.6. County Code and Civil Service Commission

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

B. All grievances of employees in representation units represented by the Association shall be processed under this Section. If the County Code requires that a differing option be available to the employee, no action under paragraph 3 4 or 5 of Section 19.C. Grievance Steps above shall be taken unless it is determined that the employee is not availing himself/herself of such option.

C. No action under paragraph 3, 4, or 5 of Section 19 Grievance Steps above shall be taken if action on the compliant or grievance has been taken by the Civil Service Commission, or if the complaint or grievance is pending before the Civil Service Commission.

20. HOURS OF WORK AND OVERTIME

20.1 Hours of Work

Except as may be otherwise provided by order of the Board of Supervisors, eight (8) to ten (10) hours of work shall constitute a day's work for all permanent, probationary full-time employees. Unless otherwise determined by the department, each workday shall include a lunch period of not less than thirty (30) minutes to be taken approximately mid-point during the workday. The lunch period shall not be considered part of the eight (8) to ten (10) hours of work, except in twenty-four (24) hour facilities where the employee continues to work during the lunch period.

20.2 Workweek

A. Except as may be otherwise provided, the official workweek shall be forty (40) hours of work in any seven (7) consecutive calendar days. The workweek schedule shall normally consist of five (5) workdays of eight (8) hours work each. However, Department Heads may establish workweek schedules, which differ from the normal schedule, upon recommendation of the Department Head and approval of the County Administrator and the Board of Supervisors. It shall be the duty of each Department Head to arrange the work of his/her department so

that each employee therein shall work not more than forty (40) hours in any workweek; except, that a Department Head may require any employee of his her department to temporarily perform service in excess of forty (40) hours when public necessity or convenience so requires. See Section 8 of this MOU for provisions concerning overtime work.

B. Alternative Workweek/Work Hours

1. The hours of work for County employees are established to ensure that efficient and effective services are delivered to County customers and clients. While the County's general hours of operations are specifically structured to support the needs of customers and clients, alternate work schedules can enhance the public's access to County services. In those cases where alternative work schedules have been or will be instituted, such alternate work schedule(s) will continue to be instituted and maintained based on the specific circumstances and factors which enhance public service, and may be specific to designated positions or work groups.

2. Alternative workweeks shall be instituted as a result of an agreement between the Association and a Department Head, specifying the terms and conditions of the workweek schedule. Each employee on the alternative workweek schedule should sign and receive a copy of the agreement. Establishment of any new workweek/work hours shall require completion of any required meet and confer process and the recommendation of the Department Head and approval of the County Administrative Officer and the Board of Supervisors. This Section does not restrict the ability of a Department Head to modify an individual employee's schedule, with notice to the Director of Human Resources or his/her designee.

20.3 Rest Period

Each employee shall be entitled to take one fifteen (15) minute rest period for each (4) hours of work performed by such employee in a workday. If not taken, such rest period is waived by such employee. Rest periods may not be combined with lunch periods; nor may they be moved to the beginning or ending of the workday. Authorized rest period time taken shall be counted as time worked.

20.4 Overtime

A. **Overtime Work Defined**

1. Overtime work, for employees assigned to an eight (8) hour day/ five (5) days per week, forty (40) hour work week, shall be defined as all work

specifically authorized by the Department Head that is performed in excess of forty (40) hours per week. In those cases where an employee has requested and is granted an alternate work schedule, or has been assigned to an alternate work schedule, overtime is defined as all work performed in excess of eighty (80) hours in a two (2) week pay period. When employees who work in a 24-hour facility and who are regularly scheduled to work an eight hour shift, work more than twelve (12) consecutive hours, the hours over twelve (12) consecutive hours will be compensated at time and one half.

2. Employees who are required to work overtime, may, with supervisor approval, choose to flex their schedule within the same pay period, except as provided in Section 1 (c) below, or choose to be compensated by cash or CTO as provided in Section 8.A.3, below.

3. Employees assigned to an Alternate Work Schedule who are required to appear as a witness in court in connection with regular duties as a County employee shall be required to flex their schedule within the same pay period, if scheduling permits and with supervisor Overtime, for Court appearances in connection with regular duties as a County employee may be authorized by the Appointing Authority as be provided in this Memorandum of Understanding if flexing schedule is not possible due to operational or other scheduling issues.

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

B. **Application of Overtime**

1. If, in the judgment of a Department Head, work beyond the official forty (40) hour workweek is required, or eighty (80) hours in a two week pay period for employees assigned to an alternative work week, he/she may order such overtime work. This overtime work will be compensated for as provided in this Section.

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

3. No Department Head may employ a person from outside the department as a substitute for an employee who is on compensatory time off. No Department Head shall assign an employee within the department as a

substitute for another employee who is on compensatory time off, where such employee assigned received an increase in pay, as a result of such assignment. Within budget limitation, extra-help employees may be utilized to substitute for employees who are on compensatory time off.

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

5. Within the Probation Department, a sign-up list will be posted on Thursday or Friday each workweek in the Juvenile Hall on which individual Group Counselors may indicate their availability to work overtime the following week.

   a. In the event overtime work is required, the appointing authority or his/her representative shall first offer such overtime to those Group Counselors who have volunteered by signing the overtime list, who are qualified to perform the overtime work involved.

   b. In the event that an insufficient number of qualified Group Counselors volunteer to work the required overtime, the appointing authority may offer the required overtime to other qualified employees or may require those qualified Group Counselors with the least amount of seniority to work such overtime.

6. When an employee, assigned to the Juvenile Detention Facility, is required to work a double shift with less than 12-hours' notice, the employee shall have the option, during the overtime shift, of taking either a 30 minute paid lunch period pursuant to Section 5 of the MOU, or taking a 30 minute unpaid lunch period at the beginning of the overtime shift, in order to leave the facility to obtain a meal.

C. **Overtime Payment**

1. Employees covered under FLSA (designated as 09) and assigned to a regular forty (40) hour work week shall be paid for all work in excess of forty (40) hours in a workweek at one and one-half times the regular rate of pay, however, employees may be granted CTO at the rate of one and one-half hours off for each hour worked in lieu of overtime payment with the concurrence of the appropriate departmental authority; except that employees shall have the option of determining the method of overtime

payment (cash or CTO) for up to forty (40) hours of overtime worked in a fiscal year. For part-time employees these limits will be prorated based on the relationship his/her basic work week bears to forty (40) hours. In no case shall an employee be allowed to earn CTO for overtime worked if it would result in an aggregate CTO balance of more than 120 hours. For part-time employees this forty (40) hour limit will be prorated based on the relationship his/her basic work week bears to forty (40) hours.

2. Employees covered under FLSA (designated as 09) and assigned to an alternate work week shall be paid for all work in excess of eighty (80) hours in a pay period at one and one-half times the regular rate of pay, however, employees may be granted CTO at the rate of one and one-half hours off for each hour worked in lieu of overtime payment with the concurrence of the appropriate departmental authority; except that employees shall have the option of determining the method of overtime payment (cash or CTO) for up to forty (40) hours of overtime worked in a fiscal year. Additional overtime worked in a fiscal year, between forty (40) and eighty (80) hours, may, with supervisor concurrence, be compensated with CTO. For part-time employees these limits will be prorated based on the relationship his/her basic work week bears to forty (40) hours. In no case shall an employee be allowed to earn CTO for overtime worked if it would result in an aggregate CTO balance of more than 120 hours.

3. Employees who voluntarily work overtime on the graveyard shift at the Juvenile Detention Facility may elect, in lieu of cash payment, to apply an additional sixteen (16) hours of such graveyard overtime toward CTO. This would result in an employee being able to select the method of payment (cash or CTO) for a maximum of fifty-six (56) hours in a fiscal year. This provision for an additional sixteen (16) hours of CTO does not apply to an employee who is mandated to work as a result of an unfilled shift. Time off on recognized fixed County Holidays shall be considered time worked for overtime calculation purposes.

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

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

6. Any CTO accumulated in excess of eighty (80) hours shall be taken off within the fiscal year in which it is earned. If the Department Head is

unable to schedule sufficient time off during the fiscal year, the employees' accrual balance shall be reduced to eighty (80) hours at the beginning of the next fiscal year and employee paid for all hours reduced from 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.

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

8. 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 workloads, emergency extra work loads of limited duration, necessary vacation relief and other similar situations, such work shall be compensated for at the employee's regular rate. For time worked in excess of forty (40) hours, the employee will be paid as provided in this Section.

21. NO STIKE / NO LOCKOUT

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

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

22. OTHER PROVISIONS

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

Nothing contained in this agreement shall prevent, relieve or otherwise excuse any County employee from the performance of any duty imposed upon 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

A. Amount of Reimbursement

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

B. Claims

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

C. Authorized Use – Office County Business

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

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

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

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

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

D. Evidence of Insurance

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

Required Coverage:

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

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

22.3 Conflict of Interest

A. County employees shall not engage in any activity, which constitutes a conflict of interest due to the nature, conditions, or some other aspect of the activity. Any officer or employee wishing to engage in any occupation or outside activity for compensation shall inform his/her Department Head, in writing and in advance, of the time required and the nature of such activity. It shall be the responsibility of each Department Head to ensure that employees in his/her department do not engage in any activity, which constitutes a conflict of interest. The Department Head shall issue an opinion to an employee if the employee's proposed activity constitutes a possible conflict of interest within ten (10) working days from the date the Department Head received notice of the proposed activity.

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

22.4 Personnel Files

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

B. A copy of any performance reviews, written reprimands, commendations, or disciplinary actions placed in the employee's personnel file will be provided to the employee by the employee's department at the time the material is sent to Human Resources for placement in the official file. The employee may be requested to acknowledge the receipt of any documents entered in to his or her personnel file. In the event the employee refuses to sign acknowledgement, the supervisor shall indicate such on the document. Any additional copies of documents from the employee's personnel file may be subject to reasonable charges in accordance with Human Resources Department and County policy. The employee may respond in writing through his/her Department Head to documents placed in the file. This response will be filed with the original document.

C. Performance reviews and written reprimands shall only be placed in an employee's official personnel file if the employee has either signed and dated the document or a supervisor/manager has signed and dated it indicating the date the employee was given a copy and refused to sign it. Disciplinary action shall only be placed in the file after the employee has been provided a copy of the action.

23. SEVERABILITY

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

24. CONTRACTING OUT

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

25. LABOR MANAGEMENT COMMITTEE

The parties agree that Joint Labor Management Committees (LMC) can further the development of effective communications and relationships between labor and management. To effectuate more effective communications and working relationships, a LMC may be formed in a department by the mutual agreement of the Department Head and the Association. Meetings of the LMC shall be scheduled by mutual agreement and with advance notice of the issues to be discussed.

26. FULL UNDERSTANDING

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

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

FOR THE COUNTY:

01/23/14
Marc A. Fox Date
Director of Human Resources

1/17/14
Georgia L. Cochran Date
Chief Spokesperson, IEDA

1/17/14
Kelley Baulwin-Johnson Date
Probation Services Manager

01/16/14
Charmie S. Junn Date
Senior Human Resources Analyst

FOR THE ASSOCIATION:

01/15/2014
Mark Salvo Date
Chief Spokesperson, Mastagni, Holstedt & Amick

1/15/14
Tarita M. Moehrke Date
President, SPPOA

1/16/14
Joseph R. Herman Date
Group Counselor

1/16/14
Jeffrey C. Ingram Date
Group Counselor (Senior)

1.15.14
Gabrielle K. McCamy Date
Deputy Probation Officer

1/15/14
Dean Wilder Date
Deputy Probation Officer (Supervising)

APPENDIX A – CLASSIFICATION LISTING

Regular and limited-term classification represented under this agreement is:

Deputy Probation Officer (Supervising)

APPENDIX B – SALARY SCHEDULE

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

Job Title	Unit	Step 1	Step 2	Step 3	Step 4	Step 5
Dep Probation Officer (Supervising)	15	6,099.42	6,404.39	6,724.61	7,060.84	7,413.88

1. Effective beginning the first full pay period following Union ratification and Board adoption of the Memorandum of Understanding, an increase to base rate of by two percent (2%).
2. Effective beginning of the first full pay period including October 1, 2014, an increase to base rate by two percent (2%).

Note: The hourly rate is calculated by multiplying monthly pay rate by twelve (12) months and dividing that value by two thousand eighty (2,080) hours.

APPENDIX C – Cost Sharing of PERS 2% @ 50 Retirement Formula

SPPOA and the County of Solano

March 13, 2002

Probation 2% @ 50 Formula

1. Based on the CalPERS corrected valuation dated February 26, 2002, the total cost of the benefit amendment is $10,150,111.

2. For purposes of the initial implementation, the first employee deduction will be made on July 26, 2002 based on July 7, 2002 effective date of the CalPERS amendment.

3. December of each year the County will calculate the amount due for 26 pay periods with a cap of 5%. Below is the formula for the calculation:

4. Total cost divided by 20 years = annual amount of pay back.

5. Divide the annual amount of payback by the average number of employees for the previous year = the annual per employee pay back.

6. Divide the annual per employee pay back by 26 pay periods = average pay back per employee per pay period

7. Divide the average pay back per employee per pay period by the average per pay period gross salary = the percentage of gross per pay period salary deducted from each probation employee. The percentage deducted may be 5% or less.

8. Any change in the percentage amount to be deducted from the employee's paycheck will be adjusted in the first pay period in January.

9. This agreement resolves any outstanding grievances regarding safety retirement for Probation employees.

APPENDIX D – Closure to Facilities to Achieve Cost Reduction

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.	Example: EE starts work Tuesday after Monday holiday (works 72

Situation	Result	Comments
	Furlough hours credited to furlough leave accruals.	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 consecutive months of employment.	Furlough does not change pay rate. However, furlough could reduce special compensation amounts that are paid as a factor of earnings. In some cases final compensation could be reduced, but only for members with earnings-based special compensation whose highest 12 month period at retirement includes furlough time.
Health insurance contributions	No change.	As long as EE is in a paid status in the pay period, health insurance contributions will be made.
Leave accruals	No change.	Normal leave accruals will be earned.
Terminations	Employee is paid for any furlough hours accrued and not used.	Treated the same as vacation leave balance.
Differentials (% of actual earnings)	Differentials paid as a factor of earnings will be reduced based on reduced earnings.	Example: longevity pay.
Differentials (flat amount or % of pay rate)	No change.	Example: POST pay or shift differential.

Situation	Result	Comments
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.	